

ZB# 99-21

**JMR Associates /
Walden Savings Bank**

23-1-53.11

Prelim.

May 24, 1999.
Ap. has Aps. (Scott Kautz)

Copy of Lease &
Deed &

Fees Paid &

Photos Done &
Notice to Sentinel 5/25/99.

Public Hearing:

June 14, 1999.

Granted
Area

Refund: \$403.00

#99-21-JMR Associates LLC

Area 23-1-53.11

Wilson Jones - Cashier - 8187N-C: Typewriter

© Wilson Jones, 1980

RECEIPT 039313

DATE May 25
RECEIVED FROM JMR Associates, LLC
Address _____
One Hundred fifty ⁰⁰/₁₀₀ DOLLARS \$ 150.00
FOR ZBA # 99-21

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH <u>CL</u>	<u>1731</u>
AMOUNT PAID		CHECK	<u>150.00</u>
BALANCE DUE		MONEY ORDER	

Town Clerk

BY Dorothy N. Hansen
sh

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: gmr Assoc.

FILE# 99-21

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 150.00

*paid 5/24/99
ck #
1731*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

paid #1732

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 5/25/99-3 \$ 13.50
2ND PRELIMINARY-PER PAGE 6/11/99-3 \$ 13.50
3RD PRELIMINARY-PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 5/25/99 \$ 35.00
2ND PRELIM. 6/11/99 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT . \$ 403.00

MR Associates, L.L.C.

One Garret Mountain Plaza
Suite 800
West Paterson, NJ 07424-3327

Valley National Bank
One Passaic Avenue
Fairfield, NJ 07004

1731

**** ONE HUNDRED FIFTY AND 00/100 DOLLARS

THE
ORDER OF

05/14/99

\$150.00*****

Town of New Windsor



#99-21

⑈001731⑈ ⑆021201383⑆ 040⑈63742⑈5⑈

Security features included. Details on back.

MR Associates, L.L.C.

One Garret Mountain Plaza
Suite 800
West Paterson, NJ 07424-3327

Valley National Bank
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1732

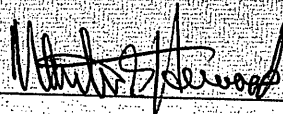
*** FIVE HUNDRED AND 00/100 DOLLARS

THE
ORDER OF

05/14/99

\$500.00*****

Town of New Windsor



#99-21

⑈001732⑈ ⑆021201383⑆ 040⑈63742⑈5⑈

Security features included. Details on back.

In the Matter of the Application of

JMR ASSOCIATES/WALDEN SAVINGS BANK

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

#98-21.

WHEREAS, JMR ASSOCIATES, LLC, % Martin Kenwood, a foreign corporation having offices located at One Garret Mountain Plaza, Suite 800, West Paterson, N. J. 07424, and **WALDEN SAVINGS BANK % JOHN D. GARRISON**, Chairman, President and C.E.O., P. O. Box 152, 2 Bank Street, Walden, N. Y. 12586, lessee, have made application before the Zoning Board of Appeals for a 14 ft. 6 in. side yard variance for installation of a canopy to be located at 213-215 Quassaick Avenue known as the Squire Village Plaza, in an NC zone; and

WHEREAS, a public hearing was held on the 14th day of June, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by Scott Kartiganer, Architect, and John D. Garrison of the Walden Savings Bank; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property consisting of one freestanding building located on the edge and as part of a shopping center.

(b) The building was formerly occupied by a bank, Bank of New York, and the Applicant proposes that it be now occupied by Walden Savings Bank.

(c) Walden Savings Bank wishes to put up a canopy protecting motorists from the elements when using the bank's drive-up facilities.

(d) The bank building is on the edge of the shopping center and abuts another commercial property although the portion of the property abutting contains natural vegetation consisting of trees and brush. The adjacent property is also sloped.

(e) The building is configured so that the portion of the building servicing the drive-in customers is located on this side of the building and cannot be located on the other side of the building without great expense.

(f) Locating a drive-in facility on the other side of the building will interfere with the traffic flow for not only patrons of the bank, but patrons of the other establishments in the shopping center.

(g) The canopy, if allowed, cannot will not effect water drainage from the property since it will be located over a presently impervious surface.

(h) The proposed canopy will not be located on top of any sewer, water or power easements.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested are substantial in relation to the Town regulations, but nevertheless are warranted.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance as previously stated are reasonable in view of the size of the building, its location, and its appearance in relation to other buildings in the neighborhood.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 14 ft. 6 in. side yard variance for the installation of a canopy at the above location, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: August 9, 1999.



Chairman

Date 6/30/99, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth
168 N. Drury Lane
Newburgh, N.Y. 12550 DR.

DATE			CLAIMED	ALLOWED
6/14/99	Zoning Board Mte		75 00	
	Misc. - 2			
	Barton - 2			
	Bila - 4			
	Handel - 3			
	Husted - 8			
	Paulik - 3			
	Libizzi - 3			
	JMK - 3 - \$13.50		112 00	
	28		187 00	

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

} ss.

.....
I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here

James R. [Signature]

No.

Town of New Windsor

.....
Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day

of, 19

the within claim was audited and allowed
for the sum of

\$

.....
Clerk

JMR ASSOCIATES LLC

MR. NUGENT: Request for 14 ft. 6 in. side yard variance for proposed canopy at Walden Savings Bank (BNY) at 213 Quassaick Avenue in an NC zone.

Mr. Scott Kartiganer appeared before the board for this proposal.

MR. NUGENT: Let the record show there's no one here in the audience.

MS. BARNHART: We sent out 60 notices on May 25 for this application.

MR. KARTIGANER: A few of them came back undeliverable.

MR. NUGENT: Let the record reflect that I was one of the people within 500 feet of the requested variance and I have no problem with voting on it.

MR. KRIEGER: Let me remind the board I have my, the applicant is also my landlord, my office is there, but I have no financial interest in the application.

MR. KARTIGANER: My name is Scott Kartiganer, Engineering, I representing JMR Associates. What we're proposing to do is put in a canopy for the renovation of the former Bank of New York which is being converted to Walden Savings Bank. John Garrison is here also with me, the president of the bank. We're requesting 14 foot six inch side yard variance so that we can install this canopy. It's required, this canopy will be over an existing pavement that had already served customers at the bank as a drive-up window, the canopy is required because this is the standard for banks at this time. There's no other way to provide shelter for the residents that would be utilizing this bank drive-up area. It will fit in with the existing building, the existing building will be re-roofed after the canopy is installed so it would be seem less and fit in with the neighborhood. It will provide a service for the local residents to keep water off their car when they approach the bank. This is part of bank renovation of an abandoned building that's not being

utilized at this time as opposed to being a detriment, this will be a positive asset to the neighborhood. At this time, we're requesting a variance for this setback.

MR. NUGENT: One thing I think you ought to put in the record that the property that's adjoining it is actually a sloped piece of wooded area.

MR. KARTIGANER: That's right.

MR. NUGENT: That it's really not in the actual or near of the actual building or macadamed area next to it.

MR. KARTIGANER: That's right, it's as far away as possible from the developed portion of the adjoining property.

MR. TORLEY: Please speak for the record as to why the canopy has to be on this side of the building as opposed to the other side.

MR. KARTIGANER: That side of the building is where the tellers are on the inside of the building. It's a pre-existing building, the layout and the internals of the building pre-disposed itself to that location.

MR. KANE: The entrance to the theater, too.

MR. KARTIGANER: The entrance to the theater is not an appropriate location.

MR. TORLEY: Having the canopy would interfere with the safe ingress of the people for the rest of the development?

MR. KARTIGANER: Right.

MR. GARRISON: Plus, it would create a traffic problem, a backup.

MS. BARNHART: Are you proposing an ATM machine?

MR. GARRISON: Yes, we are.

June 14, 1999

27

MR. TORLEY: Now, the presence of the canopy will not increase drainage or runoff problems?

MR. KARTIGANER: No, it will stay the same.

MR. TORLEY: You're not over any sewer or power easements or anything like that?

MR. KARTIGANER: No.

MR. NUGENT: I'll accept a motion.

MR. TORLEY: Mr. Chairman, if you would accept a motion, I would move that we grant JMR Associates their requested 14 foot six inch side yard variance.

MR. KANE: Second the motion.

ROLL CALL

MR. TORLEY	AYE
MR. KANE	AYE
MR. NUGENT	AYE

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

JMR Associates LLC,
Applicant.

#9921.

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on May 25, 1999, I compared the 60 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this

25th day of May, 1999.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999

[illegible]

JMR ASSOCIATES LLC

MR. NUGENT: Request for 14 ft. 6 in. side yard variance for proposed canopy at Walden Savings Bank (BNY) at Squire Village located at 213 Quaker Avenue in an NC zone.

Mr. Scott Kartiganer and Mr. John Garrison appeared before the board for this proposal.

MR. KARTIGANER: My name is Scott Kartiganer, engineer. What we're requesting is an alteration to an existing site plan for a project that's located, it's the theaters, Squire Village Theaters on Route 94. What we're looking at doing is putting on a canopy, requesting a variance from the existing 15 foot side yard variance to six inches off the property line to put a canopy over the existing drive-in at the currently vacant bank building. The bank building is planned to be occupied by Walden Savings Bank and we have some photos to show you.

MR. NUGENT: Canopy's going to go over the driveway?

MR. KARTIGANER: Yes, it's going to go over the driveway, it's a cover, we're correcting some, there's some slight encroachments on the side of the property, we're correcting those, putting in an island to separate the walkways. We're doing quite a bit of improvements. John Garrison is here, by the way, too, also representing the bank. And we're going to be basically cleaning up the entire site.

MR. NUGENT: Is that going to pose a height problem for vehicles?

MR. KARTIGANER: No, it won't, sir, there's an existing canopy over top, let me show you a picture, here's what it looks like.

MR. NUGENT: I'm familiar with what it looks like.

MR. KARTIGANER: Canopy itself, the bottom of the height will be exactly the same as the roof line, just extending a dormer type canopy over top of the driveway

so it blends in with the rest of the building. After we put the canopy over top, we're removing the entire structure, just putting new shingles and whatnot, so it will all blend in.

MR. REIS: What's the clearance?

MR. KARTIGANER: Clearance is approximately ten feet to the bottom of the soffit. I have a cross-section, what it would be is a cantilevered type of dormer, we're very tight on space on the outside edge of the property so what we'd be doing is suspending the dormer, there's a canopy, a cantilever with the post being in the center island.

MR. REIS: Is this to keep the elements off the customers?

MR. KARTIGANER: That's exactly what it's for.

MR. GARRISON: Sure.

MR. TORLEY: At the edge of the canopy, how far will you be from the property line?

MR. KARTIGANER: We're showing six inches.

MR. TORLEY: You're sure of that six inches? Obviously, if you need a variance--

MR. KARTIGANER: That's right, it will be six inches or more than six inches away, the actual construction may be slightly less, we wanted to make sure we had an adequate clearance, we went to the planning board also got a positive response from them, I think the minutes are back to the ZBA and we also did receive our variances so we're ready to proceed towards public hearing.

MS. BARNHART: Will you be looking for a sign, Scott?

MR. KARTIGANER: No, the sign will be in conformance.

MS. BARNHART: Okay.

MR. KRIEGER: Mr. Chairman, if I may, for the record, I have my office in this complex. The applicant is also my landlord, but I have no financial interest in this and I have no non-financial interest in it, makes no difference to me.

MR. NUGENT: Okay, can I hear a motion from someone?

MR. TORLEY: I move we set up JMR Associates for their public hearing.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. REIS: What about the runoff from the canopy?

MR. KARTIGANER: Right now, if you go to the next page, we're pretty much running all the runoff around and collecting, we're pretty much collecting everything in roof drains, running everything underground, good size commercial drains.

MR. NUGENT: Storm drains on the site.

MR. KARTIGANER: And storm drainage on site, correct.

MR. KRIEGER: Scott, when you come back, those are the criteria on which the State requires the Zoning Board to act. I'm sure you're familiar with them, but it's just a reminder, checklist for you.

MR. KARTIGANER: Appreciate it. Thank you.

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: May 10, 1999

**APPLICANT: JMR Associates LLC
1 Garret Mountain Plaza
West Patterson, New Jersey 07424-3327**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: May 5, 1999

FOR : Canopy

LOCATED AT: 213-215 Quassaick Avenue

ZONE: N.C.

DESCRIPTION OF EXISTING SITE: 23-1-53.11-Squire Village Bank

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

- 1. Proposed new canopy will not meet minimum side yard set-back.**


BUILDING INSPECTOR

PERMITTED 15'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: NC USE: 4-F

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

6"

14'-6"

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake uncheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

RECEIVED

MAY 05 1999

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: _____

BUILDING DEPARTMENT

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises JMR ASSOCIATES, LLC

Address SQUIRE VILLAGE SHOPPING CTR Phone 973-278-2200

Mailing Address GARRET MOUNTAIN PLAZA, #800 W. PATERSON, NJ 07424

Name of Architect ENGINEER SGT. KALINGAOK, PE.

Address 872 WILMINGTON ST. Phone 860-346 6410

8'-0"

3'-2"

Name of Contractor

WILMINGTON CT. 06457 ALAN C. WHITE CONTRACTING

Address

Walling NY

Phone

914-895-2702

State whether applicant is owner, lessee, agent, architect, engineer or builder

Owner

If applicant is a corporation, signature of duly authorized officer.

Martin J. Bennett

(Name and title of corporate officer)

1. On what street is property located? On the E side of RT 94
(N,S,E or W)
and 200 S feet from the intersection of Union Ave

2. Zone or use district in which premises are situated NL Is property a flood zone? Y N X

3. Tax Map Description: Section 23 Block 1 Lot 53.11

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy BANK

b. Intended use and occupancy BANK

5. Nature of work (check if applicable)

New Bldg ☐ Addition ☒ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐

6. Is this a corner lot?

No

23 x 22 canopy

7. Dimensions of entire new construction. Front 23 Rear 23 Depth 22 Height 20 No. of stories 1

8. If dwelling, number of dwelling units: NA Number of dwelling units on each floor NA

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

FORMER TYPE CANOPY OVER DRIVE UP WINDOW

10. Estimated cost

\$3500

Fee _____

> B N needed

5151951
date

APPLICATION
TOWN OF NEW WINDSOR, ORANGE COUNTY
Pursuant to New York State Building Code and Town Ordinances

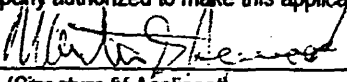
Building Inspector: Michael L. Babcock
Asst. Inspectors Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4693 FAX


Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.


(Signature of Applicant)


(Owner's Signature)

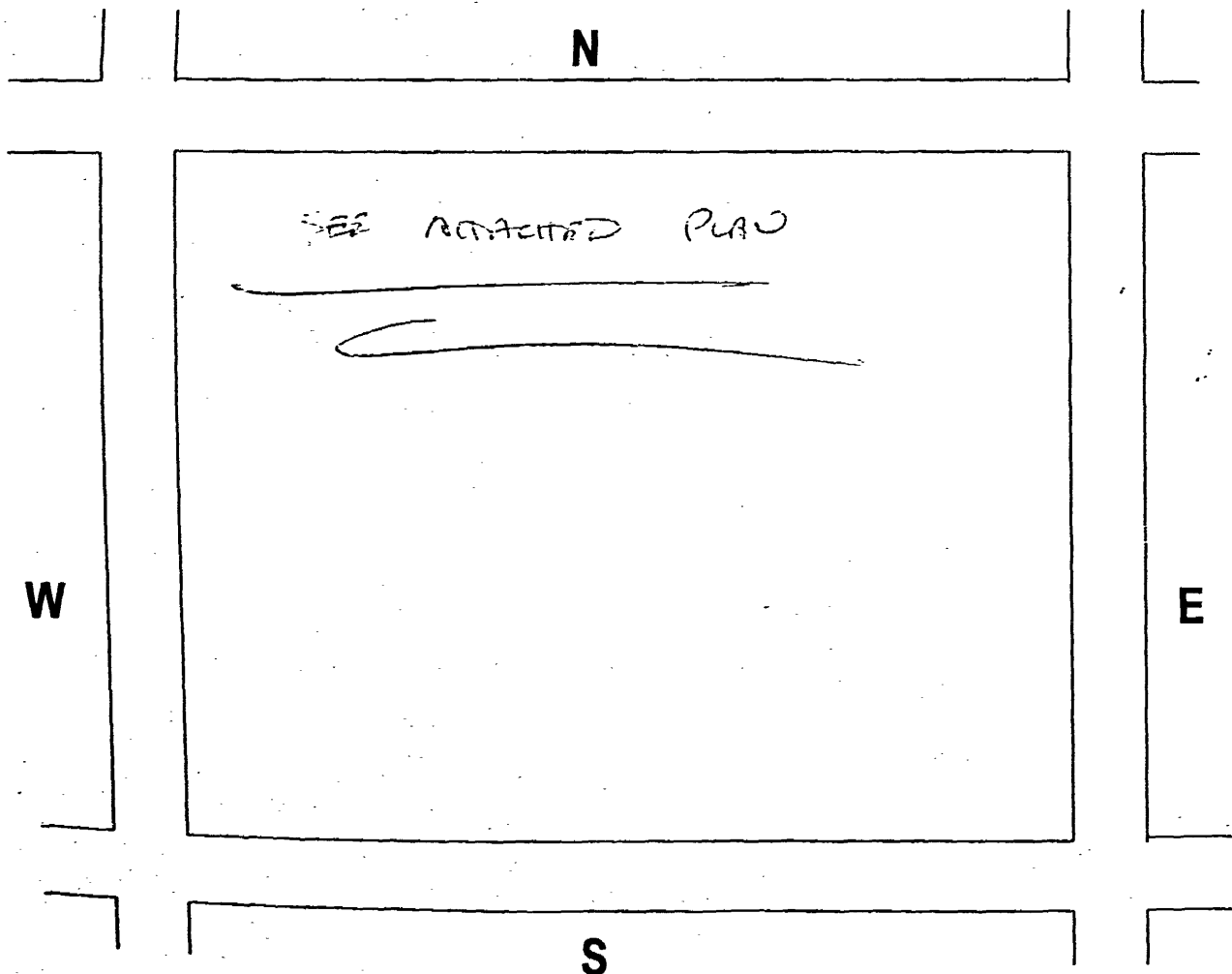
C 1 GARRET MOUNTAIN PLAZA, #800
(Address of Applicant)

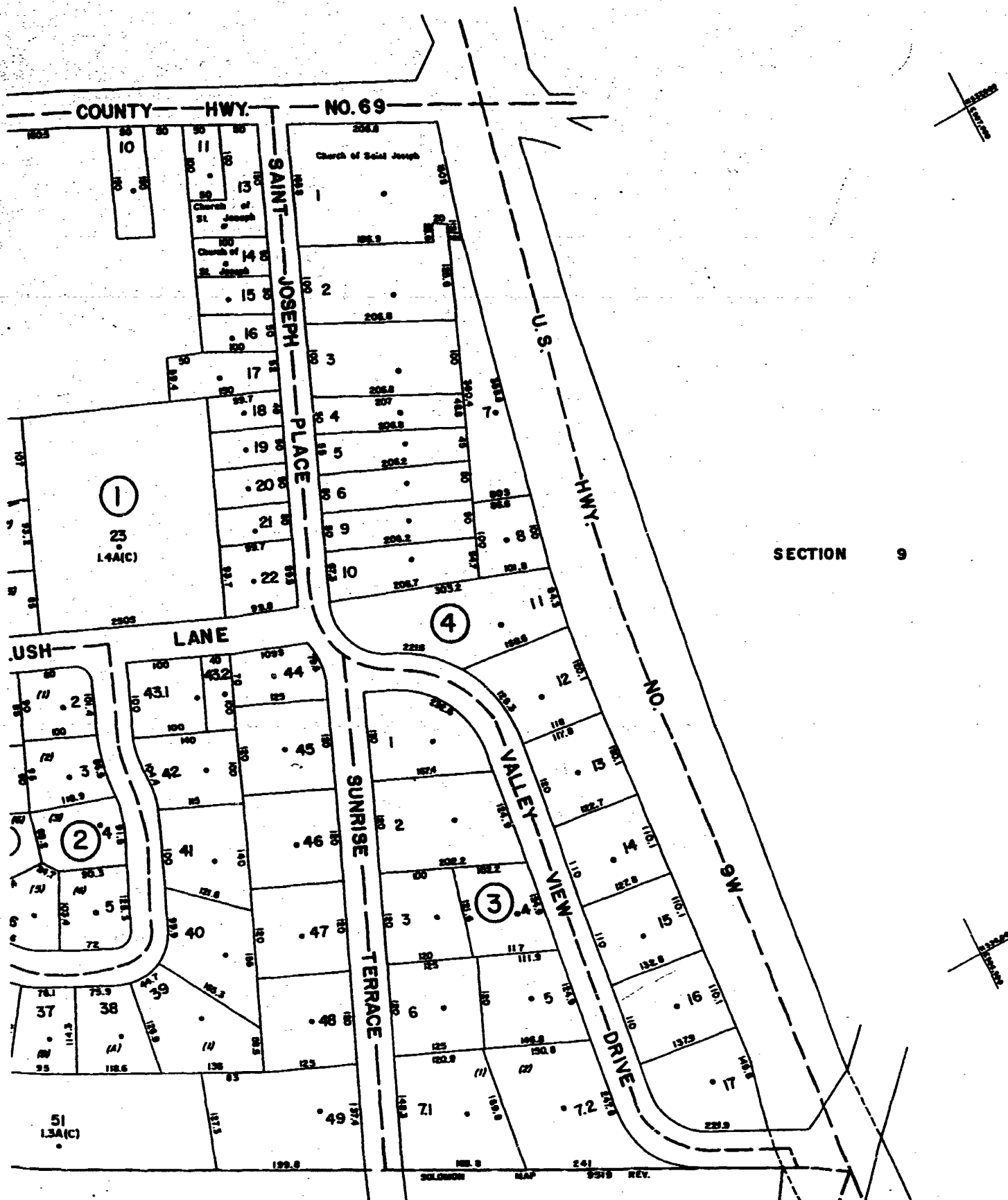
WEST PATERSON NJ 07424
(Owner's Address)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





ORANGE COUNTY~NEW YORK

TOWN OF NEW WINDSOR

LAND PLAN BACK NO.	2
LAND PLAN LOT NO.	101
DATE RECORDED	N.Y. STATE MAP NO. 17
COUNTY RECORDS	COUNTY MAP NO. 4
OWN ROAD	TOWN NO. 1

Photo No: 8-496,497

Date of Map: 9-24-67

Date of Photo: 3-1-65

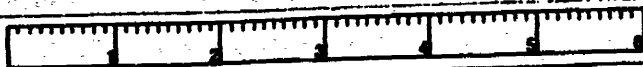
Date of Revision: 3-1-94

Scale: 1" = 100'

Section No. 23

447

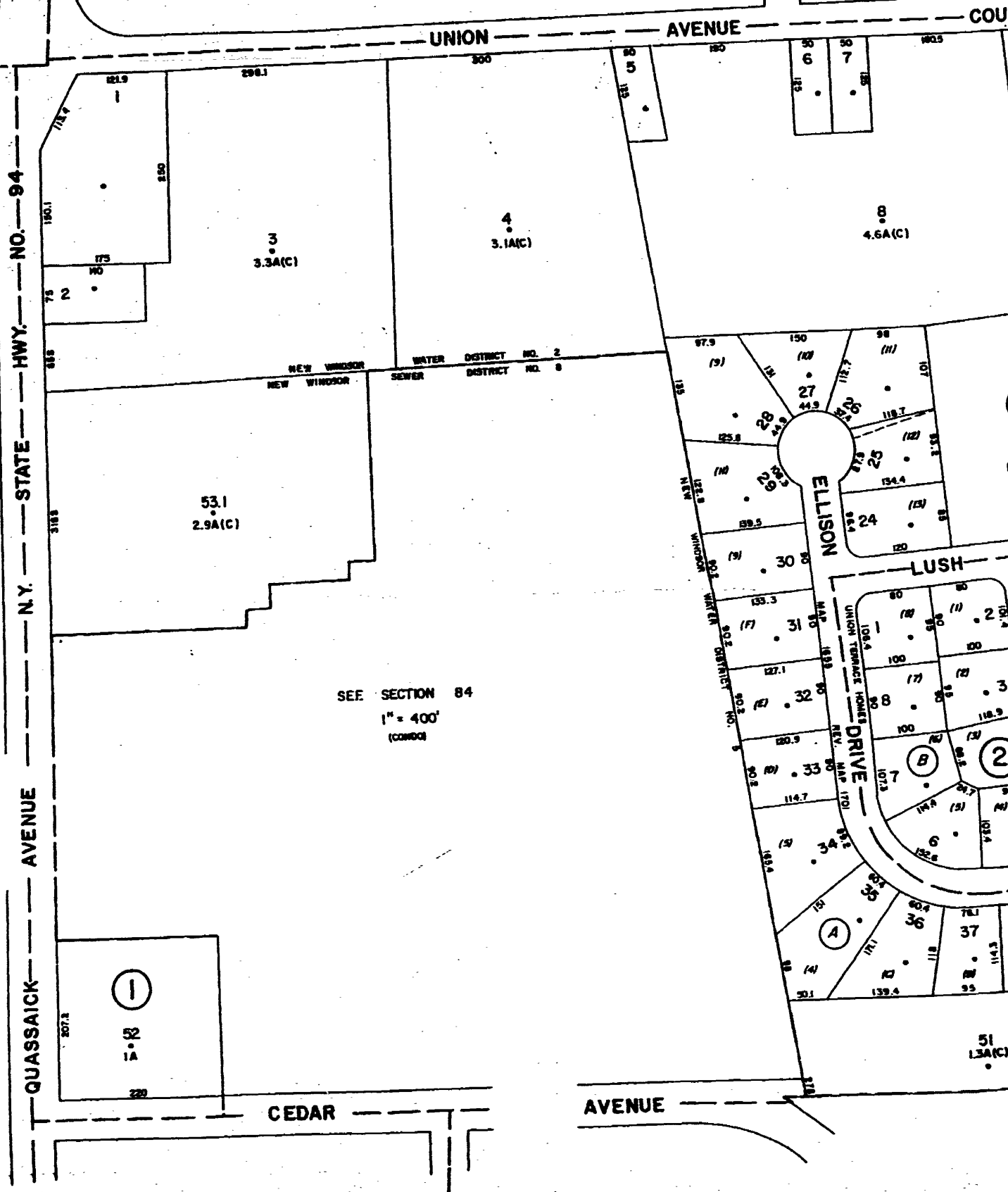
1-888-345-7334



SCALE IN 1/16 OF AN INCH

SECTION 20

SECTION 22



DRAWING 44-282 73727

Prepared by

ORANGE CO. TAX MAP DEPT.
MAIN ST., GOSHEN, N. Y. 10924

1989

FOR TAX PURPOSES ONLY

NOT TO BE USED FOR CONVEYANCE

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK
CITY, TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN PARCEL
BLOCK & SECTION LINE	MATCH LINE	AREAS (Deed) ILA, (Calculated) ILA(S)	STATE HIGHWAY
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Deed) or (Scaled) 700	COUNTY HIGHWAY
PROPERTY LINE	AND COORDINATE CENTROID		TOWN ROAD

446



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

May 18, 1999

Mr. Scott Kartiganer
(for JMR Associates)
872 Westfield Street
Middletown, CT 06457

RE: 23-1-53.11

Dear Mr. Kartiganer:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, less your deposit of \$25.00. Please remit the balance of \$50.00 to the Town Clerk at the above referenced parcel.

Sincerely,

S. Cook /ev

Leslie Cook
Sole Assessor

/ev
Attachments

Cc: Pat Barnhart, ZBA

Haralambos Kostopoulos ✓
C/o Chevron Auto Repair
267 N. Main St.
Spring Valley, NY 10977

Brian M. & Regina Sloat & ✓
Salvatore J. & Eleanor M. DiCesare
33 Ellison Dr.
New Windsor, NY 12553

Kathleen A. & Brian E. Shaker ✓
27 St. Anne Dr.
New Windsor, NY 12553

Albert A. Minnick, Jr. ✓
57 Kenwood Dr., Apt. B
New Windsor, NY 12553

James & Dolores Mannix ✓
31 Ellison Dr.
New Windsor, NY 12553

George Botzakis ✓
23 Clintonwood Dr.
New Windsor, NY 12553

Fleet National Bank ✓
2970 Transit Rd.
West Seneca, NY 12308

William C. & Dorothy Masten ✓
29 Ellison Dr.
New Windsor, NY 12553

James E. Jr. & Kathleen Nugent ✓
194 Quassaick Ave.
New Windsor, NY 12553

Francis J. Sylvester ✓
Hudson Bluff Dr.
Marlboro, NY 12542

William C. & Marion R. Noller ✓
27 Ellison Dr.
New Windsor, NY 12553

V.S.H. Realty ✓
777 Dedham St.
Canton, MA 02021

Violet Schumske ✓
39 Union Ave.
New Windsor, NY 12553

Peter Chomanczuk & ✓
Jennifer Moores
25 Ellison Dr.
New Windsor, NY 12553

John Jr. & Colleen Babcock ✓
23 Myrtle Ave.
New Windsor, NY 12553

James C. & Cathy J. Brannigan ✓
8 Lush Lane
New Windsor, NY 12553

Anthony Cracolici & ✓
Umberto Delfini
239 Quassaick Ave.
New Windsor, NY 12553

Hypo Holding, Inc. ✓
C/o Global Equities & Realty, Inc.
135 w 50th St., Suite 1700
New York, NY 10020

Peter E. & Deborah C. Weisenberg ✓
26 Ellison Dr.
New Windsor, NY 12553

Daniel J. & Diane Nanni ✓
9 Lush Lane
New Windsor, NY 12553

Newburgh Woodlawn ✓
Cemetery Assoc.
93 Union Ave.
New Windsor, NY 12553

Vincent & Linda DiGiacomo ✓
28 Ellison Dr.
New Windsor, NY 12553

Virginia Treshman Quinn ✓
7 Lush Lane
New Windsor, NY 12553

Dean Hough ✓
195 Quassaick Ave.
New Windsor, NY 12553

Lloyd N. & Marilyn W. St. John ✓
PO Box 4062
New Windsor, NY 12553

John & Lorraine Kolb ✓
20 Ellison Dr.
New Windsor, NY 12553

Albert & Alice Weightman ✓
197 Quassaick Ave.
New Windsor, NY 12553

John a. & Mary A. Meenagh ✓
35 Ellison Dr.
New Windsor, NY 12553

Adam & Lisa V. Nogrady ✓
PO Box 4467
New Windsor, NY 12553

James Mark & Vicky Pittman ✓
8 Treehaven Lane
New Windsor, NY 12553

John & Antoinette Ferraiolo ✓
4 Treehaven Lane
New Windsor, NY 12553

Maurice & Margaret O'Connor ✓
6 Fernandez Drive
New Windsor, NY 12553

Richard & Linda Ostner ✓
66 Union Ave.
New Windsor, NY 12553

Frank Maresco ✓
3 Treehaven Lane
New Windsor, NY 12553

Samuel Jr. & Carol Russo ✓
67 Silver Springs Road
New Windsor, NY 12553

Lee & Christine Stout ✓
70 Union Ave.
New Windsor, NY 12553

Charles Ivan & Jane Thompson ✓
24 Fernandez Drive
New Windsor, NY 12553

Robert & Patricia Chisholm ✓
44 Union Ave.
New Windsor, NY 12553

Michael & Rose Marie Callan ✓
76 Union Avenue
New Windsor, NY 12553

William & Kathleen Spellman ✓
20 Fernandez Dr.
New Windsor, NY 12553

Dominick & Barbara Orsino ✓
48 Union Avenue
New Windsor, NY 12553

Salvador & Irene Maria Paratore ✓
640 Corwin Ave.
Glendale, CA 91206

Gary & Dianna Cornman ✓
81 Silver Spring Road
New Windsor, NY 12553

William & Francis Dobson ✓
56 Union Ave.
New Windsor, NY 12553

Cathy McQuiston ✓
82 Union Ave.
New Windsor, NY 12553

James & Phyllis Creagan ✓
18 Fernandez Drive
New Windsor, NY 12553

Robert Bamberger & ✓
Mary Ann Watson
60 Union Ave.
New Windsor, NY 12553

Stanley & Martha Fornal ✓
205 Quassaick Ave.
New Windsor, NY 12553

Mickey John & Donna Theresa ✓
Yannone
16 Fernandez Ave.
New Windsor, NY 12553

James & Rose Marie Ray ✓
62 Union Ave.
New Windsor, NY 12553

Richard & Beth Fiore ✓
Box 1150
Newburgh, NY 12550

Leonard & Cynthia Harris ✓
12 Fernandez Drive
New Windsor, NY 12553

Marilyn Saffioti ✓
17 Fernandez Dr.
New Windsor, NY 12553

Frank Scarbaci ✓
25 Fernandez Drive
New Windsor, NY 12553

Joseph & Grace DeGregoria ✓
10 Fernandez Drive
New Windsor, NY 12553

Christopher Vavrinec ✓
19 Fernandez Drive
New Windsor, NY 12553

Michael Forrester & ✓
Kathleen Cummings
23 Fernandez Drive
New Windsor, NY 12553

Milton & Patricia Dietz ✓
8 Fernandez Drive
New Windsor, NY 12553

Mary Smith ✓
21 Fernandez Drive
New Windsor, NY 12553

Elizabeth Mensch & ✓
Thomas Donegan
79 Silver Spring Road
New Windsor, NY 12553

Date 7/6....., 1999.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO J.M.R. Associates, L.L.C. DR.
One Harret Mountain Plaza, Suite 800
West Paterson, New Jersey 07424

DATE	CLAIMED	ALLOWED
7/6/99	Refund of Comm Deposit - #99-21	403.00
<p>Approved: Patricia G. Banhart ZBA</p>		

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

} ss.

.....
I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here

No.

Town of New Windsor

.....
Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day
of, 19.....

the within claim was audited and allowed
for the sum of

\$

.....
Clerk

THIS LEASE dated as of ~~March~~^{April} 9, 1999 between:

JMR ASSOCIATES, LLC ASSOCIATES, L.L.C., a New Jersey Limited Liability Company,
(hereinafter called "Landlord") and WALDEN SAVINGS BANK

(hereinafter called "Tenant") Landlord and Tenant having the following notice
addresses on the date of this Lease (See Sec.22.03).

LANDLORD: JMR ASSOCIATES, LLC ASSOCIATES, LLC Associates, LLC
c/o MARTIN S. KENWOOD, Managing Member
One Garret Mountain Plaza, Suite 800
West Paterson, New Jersey 07424

TENANT: WALDEN SAVINGS BANK
c/o JOHN D. GARRISON, Chairman, or President, or C.E.O.
P. O. Box 152
2 Bank Street
Walden, NY 12586

FUNDAMENTAL LEASE PROVISIONS ("FLP")

Certain Fundamental Lease Provisions are presented in this Section and represent the agreement
of the parties hereto, subject to further definition and elaboration in the respective referenced
Sections and elsewhere in this Lease:

- (1) Tenant's Trade Name: WALDEN SAVINGS BANK (See Sec. 10.01)
- (2) Term: Expiration Date: June 30, 2009
Approximately ten (10) years (See Sec. 3.01)
- (3) Tenant Space Number: "Existing Bank" (See Exhibit B)
- (4) GLA in Premises: Approximately 2,919 square feet, 4.88% (See Sec. 1.03(d)
and Sec. 1.04)
- (5) Tenant's Construction Commencement Date: The date upon which Tenant receives regulatory approval from
the FDIC and the New York State Department of Banking.
- (6) Tenant's Construction Period: 60 days commencing on Tenant's Construction Date
(See Sec. 9.03)
- (7) Minimum Rent: Forty-five thousand seven hundred twenty-five dollars
\$ 45,244.50 per year, \$3,770.37 per month (See Sec. 4.02)

Minimum Rent is subject to an annual increase in Sec. 4.02
- (8) Rent Commencement Date: July 1, 1999 or 60 days after approval has been received from the FDIC and the
New York State Department of Banking, whichever is later.

(See Sec. 3.01)

- (9) Advertising Obligation: NONE (See Sec. 7.01)
- (10) Initial Advertising Charge: NONE (See Sec. 7.01)
- (11) Late Charge: \$250. if not received by Landlord within 10 days of due date
(See Sec. 4.07)
- (12) Security \$ NONE (See Sec. 4.08)
- (13) Advanced Rental: \$3,770.37 (See Sec. 4.08)
- (14) Lease Guarantor: NOT APPLICABLE (See Exhibit E)
- (15) Other Sums Payable:
Taxes (including Sales Tax on Rent) (See Sec. 5.01)
Utility Charges for Premises (including electricity, water and sewer) (See Sec. 8.01)
Common Area Maintenance Costs (See Sec. 6.01)
Sewer Charges (See Sec. 8.02)
- (16) Use: Savings Bank (See Sec. 10.01)
- (17) Broker, if any: Kahn Real Estate (See Sec. 22.05)
- (18) Landlord and Tenant Construction Work (See Exhibit C)
- (19) Special Provisions, if applicable (See Sec. 23.)

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ARTICLE I
INTRODUCTORY PROVISIONS

SECTION 1.01: REFERENCES AND CONFLICTS.

References appearing in the Fundamental Lease Provisions are to designate some of the other places in this Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. Each reference in this Lease to any of the Fundamental Lease Provisions on page 1 shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth on page 1 and any other provisions of this Lease, the latter shall control. The listing on page 1 of monetary charges payable by Tenant shall not be construed to be an exhaustive list of all monetary amounts payable by Tenant under this Lease.

SECTION 1.02: EXHIBITS.

The following drawings and special provisions are attached hereto as exhibits and hereby made a part of this lease:

EXHIBIT-A-Legal description of shopping center

EXHIBIT-B-Landlord's Building, showing approximate location of the Premises in the Landlord's buildings.

EXHIBIT-C-Description of Landlord's Work, Tenant's Work and procedures, schedules and obligations for the construction of the Premises by Tenant;

EXHIBIT-D-Sign Design Criteria;

EXHIBIT-E-Guarantee of Lease (INTENTIONALLY OMITTED)

EXHIBIT-F-Tenant's Estoppel Certificate.

SECTION 1.03: GENERAL DEFINITIONS.

(a) The "Shopping Center" means, as the same may be changed from time to time, the land described in Exhibit A, and the improvements thereon from time to time constituting an integrated retail shopping center which Landlord and others have constructed or intend to construct or cause to be constructed.

(b) The "Premises" means the space situated in the Landlord's Building in the location designated on Exhibit B as the same may be modified from time to time, including any projecting storefronts, and shall consist of the space within the walls, ceiling and structural floor.

(c) The "Common Area" means all areas, facilities and improvements provided in and around the Shopping Center from time to time for the non-exclusive common use of tenants, department stores and other invitees and shall include, but not be limited to, the parking areas and facilities, sidewalks, stairways, escalators, elevators, service corridors, seating areas, truckways, ramps, loading docks, trash and compactor areas delivery areas, landscaped areas, package pickup stations, public restrooms and comfort stations, access pickup stations, public restrooms and comfort stations, access and interior roads, retaining walls, drainage systems, sanitary systems, holding tanks, force mains and pumps, security systems, community room, retention ponds, bus stops, and lighting facilities, if such areas, facilities or improvements actually exist.

(d) "GLA" means with respect to the Premises and all other leasable areas, Landlord's best estimate of the number of square feet of area on all levels in Landlord's Buildings for the exclusive use by the occupant thereof and its customers, including without limitation mezzanines and balconies used for the sale of goods and services (but excluding all other areas and space defined herein as part of Common Area). Said area shall be measured from the exterior face of exterior walls and exterior face of service corridor walls, the line along the front of the Premises where the Premises abuts the Common Area as shown on Exhibit B (which line is commonly known as the lease line), and the center line of any walls Tenant shares with other tenants or occupants of the Landlord's Buildings. No deduction from GLA shall be made for columns, stairs, elevators or any interior construction or equipment.

(e) From time to time during the Term, Landlord may give Tenant notice of the GLA in Landlord's Building, as such GLA may be revised because of additions to (or subtractions from) Landlord's Building or as such GLA may be adjusted. The GLA in the Premises and in Landlord's Building shall be utilized to calculate the GLA Fraction (defined in Section 1.03(e)) and to make any other calculations required to determine the Common Area Maintenance Costs, the Advertising Obligation, Taxes and other charges.

(f) The "GLA Fraction" means a fraction, the numerator of which shall be the GLA in the Premises and the denominator of which shall be the GLA in the Landlord's Buildings.

SECTION 1.04: GLA IN PREMISES

(a) The GLA in the Premises shall be that set forth in the FLP. If the Tenant disputes the GLA in the Premises, it must notify the Landlord of its objection prior to the Rent Commencement Date. If the Landlord fails to receive such notice from the Tenant the GLA in the Premises shall be binding upon both parties. Upon receiving Tenant's timely objection to the GLA in the Premises, the Landlord shall re-measure the Premises and if the GLA in the Premises does not vary by more than five (5%) percent from the GLA in the Premises set forth on Page 1, the Tenant shall pay the cost of re-measurement and no adjustment shall be made. If, however, the re-measurement shows a variance from the GLA in the Premises as set forth in the FLP of more than five (5%) percent, Landlord shall adjust proportionately the GLA in the Premises and the Minimum Rent.

(b) Landlord may re-measure the GLA in the Premises and advise the Tenant of the corrected GLA (the "Corrected GLA") in the Premises and the GLA in the Premises as set forth in the FLP will be accordingly amended. If the Tenant disputes the Corrected GLA in the Premises, it must notify the Landlord of its objection within fifteen (15) days of receipt of Landlord's notice of re-measurement. If the Landlord fails to receive such a notice from Tenant, the Corrected GLA in the Premises shall be binding upon both parties. Upon receiving Tenant's timely objection to the Corrected GLA in the Premises, the Landlord shall re-measure the Premises and if the GLA in the Premises does not vary by more than five (5%) percent from the Corrected GLA in the Premises, the Tenant shall pay the cost of re-measurement and no adjustments shall be made. If, however, the re-measurement shows a variance from the Corrected GLA in the Premises of more than five (5%) percent, Landlord shall adjust proportionately the GLA in the Premises, the Minimum Rent and the Gross Sales Break Point.

SECTION 1.05: CHANGES TO SHOPPING CENTER

As between Landlord and Tenant, Landlord may at any time and from time to time add land to or eliminate land from the Shopping Center or eliminate or add any improvements, or change or consent to a change in the shape, size, location, number, height, or extent of the improvements to any portion of the Shopping Center, including the erection of additional stories. Tenant shall have no claim against the Landlord during the construction of such improvements for any inconvenience associated with such construction. Landlord shall not, however, change the dimensions or location of the Premises. Any changes to the shopping center shall not unreasonably interfere with the conduct of Tenant's business or line of sight vision of Tenant's premises

SECTION 1.06: SECTION DELETED

ARTICLE II

PREMISES

SECTION 2.01: PREMISES

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises for the Term and the Rent as set forth on page 1.

(b) Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through, to or from the Premises and serving other parts of the Shopping Center in locations which do not materially interfere with Tenant's use of the Premises.

ARTICLE III

TERM

SECTION 3.01: TERM

(a) The Term of this Lease shall commence on the earlier to occur of (a) conclusion of the Tenant's construction period, or (b) the date Tenant opens for business in the Demised Premises (herein called the "Rent Commencement Date") and shall terminate on the Expiration Date as set forth in the FLP.

(b) Provided the Tenant is not in default beyond all notice and cure periods under the terms of this Lease and continues to occupy the Premises, Tenant shall have the option, with NOTICE, in accordance with Section 22.03, to extend the Term of this Lease for two (2) successive periods of five (5) years each (each such period being called a Renewal Period) upon the same terms and conditions as set forth herein except that the Minimum Rent shall continue to increase by the Consumer Price Index, as set forth in Section 4.02, for each year of each Renewal Period.

(c) Tenant must exercise each renewal option, with NOTICE in accordance with Section 22.03, at least six (6) months prior to the Expiration Date of the then current term. If Tenant fails to exercise its option within the time prescribed, this Lease shall expire at the end of the then current Term without the necessity of any notice from either Landlord or Tenant to terminate the same.

SECTION 3.02: LATE OPENING DAMAGES

(a) If Tenant fails to open the Premises for business to the public on Tenant's Rent Commencement Date, Tenant shall pay Landlord liquidated damages (herein called "Late Opening Damages") on demand in an amount equal to one (1%) percent of the annual minimum rent for each day Tenant's business remains not open in the Premises from and after the required opening date, as set forth in Section 9.04, as Additional Rent.

(b) Tenant's failure to commence Tenant's Work on or before the Construction Commencement Date shall be deemed an Event of Default.

SECTION 3.03: HOLDING OVER

In the event Tenant remains in possession of the Premises after the Expiration Date, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month to month, at a monthly rental equal to 110% of the sum of (i) the monthly installment of Minimum Rent payable during the last month of the Term and (ii) one-twelfth (1/12th) of all items of Additional Rent payable or paid during the last Lease Year. All other terms and

provisions of this Lease shall be applicable during such period. Tenant shall not interpose any counterclaim(s) in a summary proceeding or other action based on a holdover. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of the Term, broom clean, free of debris, in good order, condition and state of repair (excepting ordinary wear and tear), and shall deliver the keys to Landlord.

ARTICLE IV

RENT

SECTION 4.01: TENANT'S AGREEMENT TO PAY RENT

Tenant hereby agrees to pay for the use and occupancy of the Premises during the Term, at the time and in the manner herein provided, the Minimum Rent and Additional Rent, at Landlord's notice address. As used in this Lease, the term "Rent" means, collectively, the Minimum Rent and Additional Rent. As used in this Lease, the term "Additional Rent" means all other sums of money or charges of whatsoever nature, in addition to Minimum Rent, required to be paid by Tenant to Landlord pursuant to this Lease whether or not the same are designated as Additional Rent. Additional Rent shall commence on Tenant's Construction Commencement Date.

SECTION 4.02: MINIMUM RENT

(a) The least amount of rent Tenant shall pay Landlord for each Lease Year shall be the amount set forth in the FLP and shall be payable in twelve (12) equal monthly installments, in advance, on the first day of each calendar month, pro rated for any portion of a Lease Year, which is sometimes called the "Minimum Rent" in this Lease. Minimum Rent shall be increased on February 1 of each year during the term of this Lease using the CPI as defined and calculated in Sections 4.03 (b) and (c).

(b) "CPI": The Consumer Price Index For Urban Wage Earners and Clerical Workers (CPI-W), New York, New York - Northeastern New Jersey, All Items (1982-84 = 100)", issued by the Bureau of Labor Statistics of the United States Department of Labor; or if such index is discontinued, any successor index reasonably acceptable to the Landlord and Tenant.

(c) Calculation of CPI Adjustment. The Minimum Rent shall be adjusted effective February 1 of each year for the next twelve months, calculated as follows: (i) Minimum Rent for the current year multiplied by (ii) a fraction, the numerator of which is the CPI for the most recent month which is available one (1) week prior to the commencement of such new lease year (the "CPI Month") and the denominator of which is the CPI Month for the prior lease year.

(d) The February 1, 2000 CPI adjustment shall be pro-rated to reflect the rent commencement date being less than one year.

SECTION 4.07: MISCELLANEOUS RENT PROVISIONS

(a) If the Rent Commencement Date is other than the first day of a month, Tenant shall pay on the Rent Commencement Date a prorated partial Minimum Rent for the period prior to the first day of the next calendar month, and thereafter Minimum Rent payments shall be made not later than the first day of each calendar month.

(b) In the event any installment of Rent under this Lease shall not be paid when due, Tenant shall pay a "Late Charge" as set forth in the FLP as Additional Rent for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payments.

SECTION 4.08: INTENTIONALLY OMITTED

SECTION 4.09: PAYMENTS FOR TENANT

If Landlord pays any monies or incurs any expenses to correct a breach of this Lease by Tenant or does anything in this Lease required to be done by Tenant after the appropriate notice period as set forth in Section 16.04, all amounts so paid or incurred shall be considered Additional Rent payable by Tenant with the first Minimum Rent installment thereafter becoming due and payable, and may be collected as in the case of Rent.

ARTICLE V

TAXES AND ASSESSMENTS

SECTION 5.01: TENANT'S PROPORTIONATE SHARE

Tenant shall pay to Landlord in each Lease Year, as Additional Rent, Tenant's proportionate share of all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) with respect to the Shopping Center. Such taxes and assessments are collectively called the "Taxes" in this Lease. Tenant's proportionate share of the Taxes shall be an amount equal to the product obtained by multiplying the Taxes, and Landlord's expenses in obtaining or attempting to obtain any refund or reduction thereof, by the GLA Fraction. With respect to any assessments which may be levied as part of the Taxes, or which may be evidenced by improvements or other bonds, or may be paid in annual installments, only the amount of such annual installment and statutory interest shall be included within the computation of the annual Taxes for the Lease Year in question. Tenant is expressly prohibited from filing a tax appeal on the Demised Premises or any other portion of the Shopping Center of which the Demised Premises is or might become a part.

SECTION 5.02: PAYMENT BY TENANT

The tax payment required under this Article shall be paid by Tenant in equal monthly installments in such amounts as are estimated and billed by Landlord based upon the total estimated taxes due for the fiscal year of the applicable taxing authority. Landlord may revise its estimate and may adjust such monthly payment at the end of any calendar month. After Landlord receives the last tax bill for the Taxes with respect to each tax year, Landlord will notify Tenant of (a) the amount of Taxes with respect to the Shopping Center, (b) the amount of any refund or reduction expenses, (c) the total GLA within the Landlord's Buildings and (d) the amount of Tenant's proportionate share of Taxes. If the aforesaid monthly payments for a given tax year are greater than Tenant's proportionate share of the Taxes payable for such a calendar year, Tenant shall receive a credit from Landlord for the excess against Rent next becoming due to Landlord, and if said payments are less than Tenant's said share, Tenant shall forthwith pay Landlord the difference.

SECTION 5.03: TENANT'S BUSINESS TAXES

Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, or based upon the use and occupancy of the Premises, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements owned, installed or used by Tenant

in, on or upon the Premises.

SECTION 5.04: SALES TAX

Tenant, and not Landlord, shall pay, when due and payable, any sales or use tax, value added tax, transaction privilege tax or other excise, tax or assessment, if any, now or hereafter levied or assessed upon or against Tenant's or Landlord's interest in this Lease. If at any time during the term of this Lease a tax, imposition, assessment or excise on rents or other tax, however described, is levied or assessed against Landlord's interest in this Lease or the Rents hereunder, then Tenant hereby agrees to pay Landlord, as Additional Rent hereunder, the amount of such tax, imposition, assessment or excise and/or assessment be collected by Landlord for or on behalf of such taxing authority, then such tax, excise and/or assessment shall be paid by Tenant to Landlord monthly as Additional Rent in accordance with the terms of any notice from Landlord to Tenant to such effect.

ARTICLE VI

COMMON AREA MAINTENANCE COSTS

SECTION 6.01: TENANT'S PROPORTIONATE SHARE

(a) Tenant shall pay to Landlord, as Additional Rent, Tenant's proportionate share of Common Area Maintenance Costs in the manner set forth in Section 6.01(b) and (c) below. Tenant's proportionate share of the Common Area Maintenance Costs for each fiscal year shall be an amount equal to the Common Area Maintenance Costs incurred by Landlord during the period multiplied by the GLA Fraction.

(b) Tenant shall pay Landlord on the first day of each calendar month amounts estimated by Landlord to be Tenant's monthly proportionate share of the Common Area Maintenance Costs; Landlord may adjust and bill said amounts at the end of any calendar month on the basis of Landlord's experience and reasonably anticipated costs.

(c) Within ninety (90) days following the end of each fiscal year, Landlord shall furnish Tenant a statement covering such fiscal year just expired, showing the Common Area Maintenance Costs and the amount of Tenant's proportionate share of such costs for such year and the payments made by Tenant with respect to such year as set forth in the preceding Section 6.03(b). If the aggregate of Tenant's monthly payments for such Costs with respect to such year are greater than Tenant's proportionate share of such Costs, Tenant shall receive a credit for the excess against monthly Rent payments next becoming due to Landlord; if said payments are less than said proportionate share, Tenant shall pay to Landlord the difference forthwith.

SECTION 6.02: DEFINITION OF COMMON AREA MAINTENANCE COSTS.

(a) Common Area Maintenance Costs as used herein shall mean the total costs and expenses incurred by Landlord, its agents, and/or designees for operating, maintaining, repairing and/or replacing all or any part of the Common Area and any installations therein, thereof, thereunder or thereover, which costs and expenses shall include, but shall not be limited to, the following: the total costs and expenses incurred in cleaning, planting, replanting and maintaining the landscaping; the cost of all Landlord's insurance, including but not limited to, fire and other casualty covering the buildings to be erected by Landlord, bodily injury, public liability, property damage liability, automobile parking lot liability insurance, sign insurance, workmen's compensation insurance, flood insurance, rent insurance, umbrella insurance, and other insurance customarily carried by landlords for similar projects in limits selected by Landlord; assessments; repairs; repaving; line repainting; exterior repairs and repainting; roof repairs rental and maintenance of signs and equipment; lighting, including but not limited to all costs and expenses incurred by Landlord in connection with leasing and maintaining lighting fixtures and equipment for the Common Area; sanitary control;

pest control; removal of snow and ice, trash, rubbish, garbage and other refuse (it being agreed that Landlord may impose charges for trash removal based upon the quantity of the trash removed); repair and/or replacement of on-site water lines, electrical lines, gas lines, sanitary sewer lines and storm water lines; all electrical, water, sewer or other utility charges for serving the Common Areas of the Shopping Center (including any on-site and/or off-site sanitary treatment plant(s) servicing the buildings to be erected or erected by Landlord and all pipes leading to and from same); the cost of personnel (including employee benefits) to implement all services, including maintaining the Shopping Center, directing parking, regulating traffic, and policing and protecting the common facilities and the Common Area; wages and salaries (including employee benefits) of the Shopping Center manager and secretary; unemployment, social security and personal property taxes; sales and use taxes on material, equipment, supplies and services; fees for required licenses and permits; fire, security and police protection, including the cost and expense of installing, maintaining and repairing burglar and fire alarm systems; public address, cable T.V. and music systems; A.S.C.A.P. fees; public toilets; rental, repair and maintenance of all equipment and machinery used in the operation of the Common Area; and supplies, materials and labor. In addition, there shall be a charge equal to five (5%) percent of all of the aforementioned costs and expenses to cover Landlord's administrative overhead.

(b) The Tenant shall be responsible for it's own landscaping, alarm system monitoring, and sprinkler system, if any, in which case said items shall not be charged to the Tenant as a portion of Tenant's Common Area Charges. In such case, Tenant shall provide the Landlord with proof of required insurance.

SECTION 6.03: USE OF COMMON AREA

(a) Tenant and its employees and invitees are, except as otherwise specifically provided for in this Lease, authorized, empowered and privileged during the Term of use the Common Area for their respective intended purposes in common with other person including employees, and invitees of other tenants of the Shopping Center.

(b) Landlord shall at all times have the right to utilize the Common Area, for promotions, exhibits, carnival type shows, rides, outdoor shows, displays, automobiles and other product shows, the leasing of kiosks and food facilities, landscaping, decorative items, and any other use which, in Landlord's judgment, tends to attract customers to, or benefit the customers of the Shopping Center.

SECTION 6.04: CHANGES BY LANDLORD.

As between Landlord and Tenant. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, and of making such changes, rearrangements, additions or reductions therein and thereto from time to time as it deems to be desirable and for the best interest of a significant number of persons using the Common Area or which are made as a result of any federal, state or local environmental or other law, rule, regulation, guideline, judgment or order, including but not limited to, the location, relocation, enlargement, reduction or addition of driveways, malls, entrances, exits, signs, automobile parking spaces, employee and customer parking areas, the direction and flow of traffic, establishment of prohibited areas, landscaped areas, and any and all other facilities of the Common Area. Landlord (or other entitled to) may from time to time make, anywhere within the Shopping Center, alterations, reductions, or additions to the Common Area or buildings on the Shopping Center or any lands added thereto, construction additional buildings or improvements on the Common Area or elsewhere and make alterations thereto, build additional stories on any buildings, construct multi-level or elevated or underground parking facilities, and construct roofs, walls, and any other improvements over, or in connection with any part of, or all of, the Common Area in order to enclose same. Landlord shall not, however, change the dimensions or location of the Premises.

SECTION 6.05: RULES AND REGULATIONS

Tenant agrees that Landlord may establish and from time to time change, alter and amend, and enforce

against Tenant, such reasonable rules and regulations as Landlord may deem necessary or advisable for the proper and efficient use, operation and maintenance of the Common Area.

SECTION 6.06: LANDLORD'S MAINTENANCE AND CONTROL.

Landlord agrees to maintain and operate, or cause to be maintained and operated, the Common Area. Landlord shall, as between Landlord and Tenant, at all times during the Term have the sole and exclusive control, management and direction of the Common Area and Tenant shall provide or cause to be provided adequate security within Tenant's Premises. Landlord may at any time and from time to time during the Term exclude and restrain any person from use of occupancy thereof, excepting, however, Tenant and other tenants of Landlord and bona fide invitees of either who make use of said areas for their intended purposes and in accordance with the rules and regulations established by Landlord from time to time with respect hereto. The rights of Tenant in and to the Common Area shall at all times be subject to the rights of others to use the same in common with the Tenant, and it shall be the duty of Tenant to keep all of said Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. Landlord may at any time and from time to time close all or any portion of the Common Area to make repairs or changes to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, to close temporarily any or all portions of the said Common Area to discourage noncustomer parking, and to do and perform such other acts in and to said Common Area as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by occupants and tenants, their employees and invitees.

SECTION 6.07: EMPLOYEE PARKING.

Tenant shall insure that its employees shall park their cars only in such areas designated for that purpose by Landlord. Tenant shall furnish Landlord with its and its employees automobile license numbers within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes in such information with five (5) days after such changes occur. Tenant shall notify its employees, in writing, of the provisions of this Section.

SECTION 6.08: TENANT'S AUDIT RIGHTS

Tenant shall have a continuing right to audit Landlord's Taxes and Common Area Expenses, which right Tenant agrees not to exercise more than once annually. Landlord agrees to maintain records of its Taxes and Common Area expenses for a minimum period of eighteen (18) months after the expiration of the Lease Year to which such records pertain. Should such an audit indicate that in any of Landlord's annual statements the cost of operating and maintaining the Common Area has been overstated by the Landlord by an amount in excess of three (3) percent of the actual cost of operating and maintaining the Common Area, then the Landlord shall pay to the Tenant the reasonable cost of such an audit together with interest on the overstated amount at the current six month US Treasury bill rate. In any event, Landlord shall be obligated to repay any amount owing to Tenant as a result of an overstatement.

ARTICLE VII

INTENTIONALLY OMITTED

ARTICLE VIII

UTILITIES

SECTION 8.01: WATER, ELECTRICITY, TELEPHONE AND SANITARY SEWER

(a) Landlord will provide at points in or near the Premises the facilities necessary to enable Tenant to obtain for the Premises, water, electricity, telephone and sanitary sewer service. Landlord shall have the option to supply electricity to the Premises in accordance with Tenant's requirements but without specific measurement of or charge for Tenant's consumption of electricity. Tenant shall pay all charges for electricity used by it and supplied by Landlord, public utility or public authority, or any other person, firm or corporation.

(b) Tenant shall arrange for such utility services with Landlord or the appropriate public utility company or public authority supplying the same in the area in which the Shopping Center is located and shall pay all charges therefore.

(c) All payments required under this Section shall commence on the Tenant's Construction Commencement Date.

SECTION 8.02: SEWER CHARGES

In each calendar month of the Landlord's fiscal year (the "Fiscal Year") Tenant shall pay Landlord, as Additional Rent, its proportionate share or the actual charge required to be paid by the Landlord for sewer service as a result of Tenant's use. Tenant shall remain responsible and pay any sewer connection charges that may be imposed upon the Landlord as a result of Tenant's connection to the sewer lien or for Tenant's anticipated use of such sewer services.

SECTION 8.03: DISCONTINUANCES AND INTERRUPTIONS OF UTILITY

SERVICES

(a) Landlord reserves the right to cut off and discontinue, upon notice to Tenant, furnishing any utility services furnished by Landlord at any time when Tenant has failed to pay any amount (whether as Rent or otherwise) due under this Lease. Landlord shall not be liable for any such discontinuance and the same shall not constitute a termination of this Lease or an eviction of Tenant.

(b) Landlord shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distribution such utility, or (ii) for any interruption in any utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ARTICLE IX

CONSTRUCTION

SECTION 9.01: LANDLORD'S WORK AND TENANT'S WORK

(a) Landlord shall perform all of the work required to be performed by Landlord in the Premises pursuant to the terms and conditions of Exhibit "C" (herein called "Landlord's Work").

(b) Tenant shall perform all of the work required to be performed by Tenant pursuant to the terms and conditions of Exhibit "C" (herein called "Tenant's Work"), and Exhibit "D" (herein called "Sign Design Criteria"), but may not commence work until Landlord approves Tenant's final plans.

SECTION 9.02: PREPARATION OF PLANS

(a) Tenant shall submit to the Landlord for the Landlord's written approval working drawings and specifications (herein call "Final Plans") for architectural, electrical, mechanical, sprinkler, and plumbing work with the Premises and all other work required to be performed by Tenant pursuant to Exhibit "C" and Exhibit "D". Tenant's Work shall be performed only in accordance with the Final Plans, as approved by Landlord.

(b) Tenant is solely responsible for timely preparation and submission of all required drawings and plans to both Landlord and the jurisdictional authorities; for timely procurement of all necessary permits; for timely bidding and awarding of contracts and ordering of material and equipment; and timely performance of all other acts necessary for Tenant to commence construction of Tenant's Work and to open the Premises for business on the date required. Failure of Tenant to comply with the preceding sentences shall render it liable to Landlord for the Late Opening Damages and for all other remedies available to Landlord under this Lease, or at law, or in equity.

SECTION 9.03: DELIVERY OF PREMISES; COMMENCEMENT OF TENANT'S WORK

(a) If Tenant fails to commence construction upon its Construction Commencement Date, as set forth in the FLP, then any subsequent claim for extension of Tenant's Construction Period because of any unavoidable delay shall be reduced by the number of days that Tenant failed to commence construction after its Construction Commencement Date.

(b) On or before the Construction Commencement Date Tenant shall deposit with Landlord a certificate of insurance as required in Article XI and a true copy of Tenant's building permit and shall commence Tenant's Work and proceed diligently and continuously to completion, including installation of fixtures and equipment in the Premises. Further, Tenant shall permit Landlord to commence or continue (if Landlord has already commenced) the work specified in Exhibit "C". Neither Tenant nor Landlord shall unreasonably interfere with the others construction work nor permit their contractors or subcontractors to so interfere.

SECTION 9.04: OPENING OF PREMISES

Tenant shall complete, or cause to be complete, Tenant's Work and the installation of fixtures, equipment and merchandise and open its business to the public upon the later of (i) the Rent Commencement Date as set forth on page 1; or (ii) the date which is calculated by adding to the Construction Commencement Date the number of days set forth on page one under the heading of "Construction Period". The opening for business by the Tenant in the Demised Premises prior to completion of Landlord's work shall not relieve the Landlord of the obligation to complete Landlord's work as depicted in Exhibit C1 attached hereto.

SECTION 9.05: DELAY IN LANDLORD'S CONSTRUCTION

Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable in any manner to Tenant for damages or any other claim resulting from failure to deliver the premises or for any unreasonable delay in commencing or completing any work Landlord is to perform or is authorized by Tenant to perform in Exhibit "C", or with respect to the Landlord's Building, or any other part or all of the Shopping Center, and Tenant hereby waives all such liability.

SECTION 9.06: MECHANIC'S LIENS

Tenant will not permit to be created or to remain undischarged any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or charge upon the Shopping Center or any portion thereof or the income therefrom. Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Shopping Center or any portion thereof might be impaired. If any lien or notice of lien on account or an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against the Shopping Center or any portion thereof, Tenant shall within ten (10) days after demand from Landlord, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, the, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to discharge such lien by payment of the indebtedness, deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

ARTICLE X USE OF PREMISES

SECTION 10.01: USE AND TRADE NAME

(a) Tenant shall use the Premises solely for the purpose set forth in the FLP and shall use the Premises solely under the trade name set forth in the FLP. Tenant shall, at its expense, procure any and all governmental licenses and permits, including without limitation sign permits, required for the conduct of Tenant's business in the Premises and shall, at all times, comply with the requirements of each such license and permit.

(b) Tenant shall not be permitted in whole or in part to use the Premises as a flea market, message parlor, adult (i.e., pornographic) book store, video game store, adult video rental or tape sales store, for the sale of any candy or popcorn or for any other use not specifically permitted under the terms of this lease.

SECTION 10.02: HOURS

Tenant covenants and agrees that from and after the date when Tenant opens the Premises for business to the public, Tenant shall continuously operate and conduct its business within the Premises in accordance with the terms and conditions of this Lease. Tenant will keep the Premises open for business to the public during what is considered normal banking industry operating hours. The requirements of this Section are subject, with respect to any business controlled by governmental regulations or labor union contracts in its hours of operation, to the hours of operation so prescribed by such governmental regulations or labor union contracts, as the case may be, and are further subject to applicable federal, state and local environmental and other laws, rules, regulations, guidelines, judgments or orders.

SECTION 10.03: OPERATION BY TENANT

Tenant covenants and agrees that it will: operate its business with a full staff and shall not place or maintain any merchandise, vending machines or other articles outside the Premises; not permit any sound system or audible or objectionable advertising medium to be heard or seen outside the Premises; keep all mechanical equipment free of vibration and noise and in good working order and condition; not commit or permit waste or a nuisance upon the Premises; not permit or cause odors to emanate or be dispelled from the Premises; not solicit business in the Common Area nor distribute advertising matter to, in or upon the Common Area; not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefore, nor permit any use of vehicles which will interfere with the use of any Common Area; comply with all laws, recommendations, ordinances, rules and regulations of governmental, public, private and other authorities and agencies, including those with authority over

insurance rates, with respect to the use or occupancy of the Premises, including but not limited to the Williams-Stieger Occupational Safety and Health Act; comply with Landlord's reasonable rules and regulations; not permit any noxious, toxic or corrosive fuel or gas, dust, dirt or fly ash to be on the Premises; not place a load on any floor in the Shopping Center which exceeds the floor load per square foot which such floor was designed to carry; not exceed electrical loads or plumbing capacity; not permit any use of Tenant's property or any part thereof to be used in a manner likely to injure the reputation of the Shopping Center or which will violate the laws of any applicable unit of government; nor permit any part of its property to be used for any disreputable or immoral purpose; not display, paint or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to Tenant or to Tenant's agent, or to any other person; not distribute, or cause to be distributed, in the Shopping Center any handbills or other advertising devices; and not conduct or permit any activities that might constitute a nuisance or which are not generally considered appropriate for shopping centers conducted in accordance with good and generally accepted standards of operation; keep the inside and outside of all glass in the doors and windows of the Premises clean and will replace any broken glass with glass of the same kind, size and quality; maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; will not burn or permit undue accumulation of garbage, trash, rubbish and other refuse; remove the same from the Premises to compactors or other receptacles and will keep such refuse in proper containers in the interior of the Premises until so removed from the Premises all at Tenant's expense (Landlord shall have the right to provide trash removal for Tenant at Tenant's expense); not, within the vestibule, within three (3) feet of the entrance or any show window, or upon glass panes and supports of the show windows, or upon doors and exterior walls of the Premises, affix, place, suspend, or maintain any signs, advertising placards, names, banners, display fixtures, insignia, trademarks, descriptive materials, merchandise or any other item or like items, except as shall be approved by Landlord.

SECTION 10.04: ALTERATIONS

Tenant will not change the architectural treatment of any part of the exterior of the Premises nor make any structural alterations, additions or changes to the Premises without Landlord's written approval thereto.

SECTION 10.05: SALES AND DIGNIFIED USE

No public or private auction or any fire, "going out of business", bankruptcy or similar sales or auctions shall be conducted in or from the Premises and the Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of merchandising in the Shopping Center and not in a disreputable or immoral manner or in violation of national, state or local laws; provided, however, that this provision shall not restrict the absolute freedom (as between Landlord and Tenant) of Tenant to determine its own selling prices nor shall it preclude the conduct of periodic, seasonal, promotional or clearance sales.

SECTION 10.06: OMITTED

SECTION 10.07: ENVIRONMENTAL HAZARDS

(a) Tenant shall not cause or permit any "Environmental Hazards", as hereinafter defined, to be brought upon, stored, produced, emitted, disposed of or used upon, about, or beneath the Premises or the Shopping Center by Tenant, its agents, employees, contractors or invitees. Tenant may however, handle, store, use or dispose of small quantities of products containing one or more Environmental Hazards as an incidental use in the ordinary course of maintaining or operating the Premises (such as cleaning agents, paint and copy toner), so long as the quantity of such Environmental Hazards utilized does not exceed amounts reasonably required for such incidental use.

(b) Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage caused by Environmental Hazards, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable laws, and (iii) to indemnify, defend and hold Landlord harmless

from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage due to the presence of Environmental Hazards in the Shopping Center. This provision shall survive the termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods or manner of removal, containment or other compliance with applicable laws for and with respect to the foregoing.

(c) "Environmental Hazards" means any material or substance: (i) defined as "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and amendments thereto and regulations promulgated thereunder; (ii) containing gasoline, oil, diesel fuel or other petroleum products, (iii) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) and amendments thereto in regulations promulgated thereunder; (iv) containing polychlorinated biphenyl (PCB's); (v) containing asbestos; (vi) radioactive; (vii) biological or (viii) the presence of which requires investigation or remediation under any applicable laws or policy or which is or becomes defined as a "hazardous waste" or "hazardous substance" under any applicable laws, regulations or ordinances and any to explosive, corrosive, or otherwise hazardous substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, or which causes a nuisance upon or waste to the Premises or the Shopping Center.

(d) Tenant will not cause or allow any act or practice, by negligence, omission or otherwise, that would violate any Environmental Laws. Landlord warrants and represents that, to the best of its knowledge, the Shopping Center does not contain any condition which would presently violate any Environmental Laws and further covenants and agrees to comply with and cause the Shopping Center to comply with all Environmental Laws.

ARTICLE XI

INDEMNITY AND INSURANCE

SECTION 11.01: TENANT'S INSURANCE

(a) Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) Public Liability and Property Damage. General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than \$5,000,000 in respect of injury or death to any number of persons arising out of any one occurrence and such insurance against property damage to afford protection to the limit of not less than \$500,000 in respect of any instance of property damage or a combined single limit of not less than \$5,000,000. Such insurance may provide for deductibility not in excess of \$2,500.00 in respect to any one accident or occurrence, irrespective of the number of persons involved. The insurance coverage required under this Section 11.01(a)(i) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 11.02.

(ii) Equipment. Boiler and machinery insurance in adequate amounts on all fired objects and other fired pressure vessels and systems serving the Premises (if any); and if the said objects and the damage that may be caused by them or result from them are not covered by Tenant's extended coverage insurance, then such insurance shall be in an amount not less than \$250,000 and be issued on a replacement cost basis.

(iii) Tenant Leasehold Improvements and Property. Insurance covering all of the items included in Tenant's Work, Tenant's leasehold improvements, other leasehold improvements to the Premises, heating, ventilating and air conditioning equipment if supplied by the Tenant, trade fixtures, merchandise and personal property in, on or

upon the Premises, and alterations, additions or changes made by Tenant in an amount not less than one hundred (100%) percent of their full replacement cost during the Term, providing protection against perils included within the standard state form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, reconstruction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XII.

(b) All policies of insurance provided for in Section 11.01(a) shall be issued to Landlord by financially responsible insurance companies rated at least A-1 by Bests, and qualified to do business in the State in which the Shopping Center is located. Each and every such policy:

(i) shall be issued in the names of Landlord, and Tenant and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant;

(ii) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest;

(iii) shall (or a certificate thereof shall) be delivered to each of Landlord and any such other parties in interest at least ten (10) days prior to delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to the same extent;

(iv) shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance;

(v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and

(vi) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant.

(c) Any insurance provided for in Section 11.01(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations of insureds, provided, however, that:

(i) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insureds thereunder as their interests may appear;

(ii) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(iii) any such policy or policies [except any covering the risks referred to in Section 11.01(a)(i)] shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's improvements and property more specifically detailed in Section 11.01(a)(iii); and

(iv) the requirements set forth in this Article XI are otherwise satisfied.

(d) Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant with respect to the Premises for those policies which are not delivered to Landlord.

SECTION 11.02: INDEMNIFICATION BY TENANT AND LANDLORD

(a) Tenant agrees that Landlord, Landlord's managing agent, if any, shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person during the Term, for any cause whatsoever (including without limitation bursting pipes and smoke) by reason of the construction, use, occupancy or enjoyment of the Premises by Tenant or any person therein or holding under Tenant. Tenant does hereby indemnify and save harmless Landlord, Landlord's managing agent, if any, from all claims, actions, demands, costs and expenses and liability whatsoever, including reasonable attorney's fees, on account of any such real or claimed damage or liability, and from all liens, claims and demands occurring in, or at the Premises, or arising out of the construction, use occupancy or enjoyment of the Premises and its facilities, or any repairs or alterations which Tenant may make upon the Premises, or occasioned in whole or in part by any act or omission of Tenant, its agents, contractors, servants, employees or invitees.

(b) Landlord agrees that Tenant, Tenant's managing agent, if any, shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Landlord or any other person during the Term, for any cause whatsoever (including without limitation bursting pipes and smoke) by reason of the construction, use, occupancy or enjoyment of the Premises by Landlord or any person therein or holding under Landlord. Landlord does hereby indemnify and save harmless Tenant, Tenant's managing agent, if any, from all claims, actions, demands, costs and expenses and liability whatsoever, including reasonable attorney's fees, on account of any such real or claimed damage or liability, and from all liens, claims and demands occurring in, or at the Premises, or arising out of the construction, use occupancy or enjoyment of the Premises and its facilities, or any repairs or alterations which Landlord may make upon the Premises, or occasioned in whole or in part by any act or omission of Landlord, its agents, contractors, servants, employees or invitees.

SECTION 11.03: MUTUAL WAIVERS

Landlord and Tenant hereby waive any rights each may have against the other, on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises, its contents or to the other portions of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that such insurer or insurers may have against Landlord or Tenant, as the case may be. Tenant shall use its best efforts to obtain such waiver from its insurers.

SECTION 11.04: COMPLIANCE WITH INSURANCE AND GOVERNMENTAL REQUIREMENTS

Tenant agrees at its own expense to comply with all recommendations and requirements with respect to the Premises, or its use or occupancy, of the insurance underwriters of the State where the Shopping Center is located or any similar public or private body, and any governmental authority having jurisdiction over insurance rates with respect to the use or occupancy of the Shopping Center, including, but not limited to, installation of fire extinguishers or automatic dry chemical extinguishing systems, any changes, modifications or alterations in the sprinkler system or additional sprinkler heads or the location of partitions, trade fixtures or other contents of the Premises.

SECTION 11.05: EFFECT ON LANDLORD'S INSURANCE

Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Shopping Center. If Tenant violates any prohibition provided for in the first sentence of this Section, Landlord may, without notice to Tenant, correct the same at Tenant's expense. Tenant shall pay to Landlord as Additional Rent forthwith upon demand the amount of any increase in premiums for insurance resulting from any violation of the first sentence of this Section, even if Landlord shall have consented to the doing of or the keeping of anything on the Premises which constituted such a violation (but payment of such Additional Rent shall not entitle Tenant to violate the provisions of the first sentence of this Section).

SECTION 11.06: LIMIT OF LANDLORD'S RESPONSIBILITY

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any other part of the Shopping Center, or for any loss of damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever.

ARTICLE XII

RECONSTRUCTION

SECTION 12.01: TENANT'S DUTY TO RECONSTRUCT

If any item which Tenant is required to insure pursuant to Section 11.01(a)(iii) is damaged or destroyed by fire or any of the other risks referred to therein, Tenant shall, within fifteen (15) days after Landlord has substantially repaired or reconstructed Landlord's Building and the portion of the Premises Landlord is obligated to repair or reconstruct pursuant to Section 12.01 (unless Landlord terminates this Lease pursuant to Section 12.02) commence to repair or reconstruct such destroyed items to substantially the same condition in which they were prior to such damage or destruction and prosecute the same diligently to completion.

SECTION 12.02: LANDLORD OR TENANT'S RIGHT TO TERMINATE

Landlord or Tenant shall have the option to terminate this Lease upon giving written notice to Tenant of the exercise thereof within one hundred twenty (120) days after the Landlord's Building is damaged or destroyed if:

(i) the Premises are rendered wholly unfit for carrying on the Tenant's business after damage to or destruction thereof from any cause;

(ii) the Landlord's Building is damaged or destroyed as a result of any flood, earthquake, act of war, nuclear reaction, nuclear radiation or radioactive contamination, or from any other risk not covered by Landlord's insurance; or

(iii) any damages to or destruction of the Landlord's Building occurs within the last three (3) Lease Years of the Term; or

(iv) fifty (50%) percent or more of the GLA in the Landlord's Building immediately prior to the damage or destruction is rendered unfit for carrying on business therein.

SECTION 12.03: ABATEMENT OF RENT

If this Lease is not terminated by either party pursuant to Section 12.02 after damage or destruction of the Landlord's Building, and if the Premises are rendered wholly or partially unfit for carrying on Tenant's business by

such damage or destruction, then the Minimum Rent payable by Tenant under this Lease during the period the Premises are rendered unfit shall be abated in direct proportion to the percentage of the GLA in the Premises which is rendered unfit.

SECTION 12.04: DEMOLITION OF LANDLORD'S BUILDING

For the purposes of this Article XII, if the Landlord's Building (or any part thereof) is so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish the same for the purpose of reconstruction, Landlord may demolish the same, in which event Landlord may treat such demolition as if it had been caused by the same cause which caused the damage to the Landlord's Building. In the event the Landlord chooses to act under the terms of this paragraph, Tenant may, within one hundred twenty (120) days written notification of the Landlord's decision, terminate this Lease by giving the Landlord notice of same by certified mail, return receipt requested.

ARTICLE XIII

MAINTENANCE OF PREMISES

SECTION 13.01: MAINTENANCE BY LANDLORD

Landlord shall, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary repairs to the structural integrity of the Demised Premises, the roof, exterior walls, including painting (but excluding all windows, doors, plate glass, store fronts and signs) and shall keep in good order, condition and repair, the exterior of the Premises. Tenant shall be required to pay for any such repairs where the repairs were caused or occasioned by any act or omissions or negligence of Tenant, any sub-tenant, or other respective employees, agents, invitees, licensees, visitors or contractors and the Tenant shall pay for such repairs as Additional Rent. Landlord shall be responsible to maintain any portion of the electrical wiring, plumbing pipes, conduits and other utilities located within the Demised Premises serving areas of the Shopping Center other than the Demised Premises.

SECTION 13.02: TENANT'S DUTY TO MAINTAIN PREMISES

Tenant will at all times, from and after delivery of possession of the Premises to Tenant, at its own cost and expense, maintain the Premises in good and tenantable condition, and make all needed repairs to the Premises and every part thereof. Tenant's maintenance obligations under this Section shall include, but not be limited to, interior painting, walls, ceilings, utility meters, pipes and conduits outside the Premises which are installed by Tenant or that exclusively serve the Premises, all fixtures, heating, ventilating and air conditioning equipment (whether such heating, ventilating and air conditioning equipment is located inside the Premises or on the roof of Landlord's Building), sprinkler equipment and other equipment within the Premises, the store front or store fronts, all Tenant's signs, security grilles or similar enclosures, locks and closing devices, all window sash, casement or frames, doors and door frames; repairing and maintaining items as are required by any governmental agency having jurisdiction thereof, provided that Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system in or serving the Premises without Landlord's prior approval. Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the repainting or refinishing of all areas of the interior and the store front, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition.

SECTION 13.03: RIGHT OF ACCESS TO THE PREMISES

Landlord and its authorized representatives may enter the Premises at any and all times during usual business hours for the purpose of inspecting the same. Tenant further agrees that Landlord may from time to time go upon the

Premises and make any additions, alterations or repairs to the Premises or to any utilities, systems or equipment located in, above and under the Premises which Landlord may deem necessary or desirable. Landlord may, to the extent same does not materially interfere with the conduct of the business of the Tenant, install any and all materials, tools and equipment, and pipes, ducts, conduits, wires and other mechanical equipment serving other portions, tenants and occupants of the Shopping Center in, through, under or above the Premises that Landlord deems desirable therefor, without the same constituting an actual or constructive eviction of Tenant. In the event Landlord performs or causes any such work to be performed which is required by Tenant under Section 13.02, and which Tenant fails to perform after written demand from Landlord, Tenant shall pay the cost thereof to Landlord forthwith as Additional Rent upon receipt of a bill therefor. Landlord may also go in the Premises at all times for the purpose of showing the Premises to prospective purchasers, mortgagees and tenants. No exercise by Landlord of any rights provided in Section 13.01 or 13.03 shall entitle Tenant to any damage for any inconvenience, disturbance, loss of business or other damage to Tenant occasioned thereby nor to any abatement of Rent. Any access to the Demised Premises by the Landlord to perform any repairs must be done at times which do not unreasonably interfere with the conduct of Tenant's business.

ARTICLE XIV:

FIXTURES AND PERSONAL PROPERTY

SECTION 14.01: TENANT PROPERTY; REMOVAL

Any trade fixtures, signs, counters, shelving, inventory, showcases, mirrors and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant. If Tenant is in default, beyond all notice and cure periods, Landlord shall have the right to take exclusive possession of such property and to use such property without rent or charge, and Landlord, whether or not it takes possession of such property, shall have the benefit of any lien thereof permitted under the laws of the state in which the Shopping Center is located and, if such possession is taken or such lien is asserted by Landlord in any manner, including, but not limited to operation of law, Tenant shall not remove or permit the removal of said trade fixtures, signs or other personal property until such possession is relinquished or the lien is lifted, as the case may be. Although Tenant shall have the right to remove such personal property if it is not in default, nothing in this Article shall be deemed or construed to permit or allow Tenant to remove such personal property prior to the end of the Term without the immediate replacement thereof with similar personal property of comparable or better quality, so as to render the Premises unsuitable for conducting the type of business set forth on page 1. Tenant, at its expense shall immediately repair any damage occasioned to the Premises, including the exterior sign facia and the store front, by reason of installation or removal of any such personal property. If Tenant is not in default, and Tenant fails to remove such personal property from the Premises on or before fifteen (15) days after the effective date of termination of this Lease, then in any such event all such personal property shall thereupon become the property of Landlord, without further act by either party hereto, unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Premises to its prior condition at Tenant's expense.

SECTION 14.02: IMPROVEMENT TO PREMISES

All improvements to the Premises by Tenant, including, but not limited to, the items furnished pursuant to Tenant's Work, alterations, changes and additions by Tenant, light fixtures, floor coverings and partitions, but excluding trade fixtures and signs and other personal property specified in Section 14.01, shall become the property of Landlord upon expiration or earlier termination of this Lease; provided, however, that Landlord may designate by written notice to Tenant those alterations, changes, and additions made in the Premises which shall be removed by Tenant at the expiration or termination of this Lease, in which event Tenant shall promptly remove the same and repair the damage to the Premises caused by such removal or by the installation of such alterations, charges or additions.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

SECTION 15.01: PROHIBITED

(a) Tenant shall not transfer, assign, sublet, enter into license or concession agreements or mortgage or hypothecate this Lease or the Tenant's interest in and to the Premises or any part thereof (herein collectively referred to as "Transfer") without first obtaining in each and every instance the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted Transfer shall not be binding upon Landlord and shall confer no rights upon any third person, unless consented to as aforesaid. Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term Transfer for the purposes of this Lease and shall be a violation of this Section. Consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. If this Lease or Tenant's interest in the Premises or any part thereof, is transferred after having obtained Landlord's prior written consent thereto, Tenant agrees nevertheless to remain fully liable for the full performance of each and every obligation under this Lease to be performed by Tenant.

(b) If Tenant or any Tenant's Guarantor is a corporation, limited liability company, unincorporated association or partnership, no shareholder, member, owner or partner of Tenant or Tenant's Guarantor shall transfer, assign or hypothecate (or permit the transfer, assignment of hypothecation of) any stock or interest in such corporation, company, association or partnership so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease, without the consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

(c) For the purposes of this Article, the Landlord agrees that a change in ownership shall be deemed not to have occurred if the Tenant changes from its current form of ownership to either a mutual holding company or to a stock owned corporation.

ARTICLE XVI

DEFAULTS BY TENANT

SECTION 16.01: EVENTS OF DEFAULT

This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as set forth in this Lease. The following shall be deemed to be an event of default (each of which is sometimes referred to as an "Event Of Default" in this Lease):

(a) the failure by the Tenant to pay the Rent or any installment or year-end adjustment thereof if such failure continues for ten (10) days after written notice thereof by Landlord to Tenant;

(b) the failure of Tenant to commence Tenant's Work on or before the Construction Commencement Date;

(c) the failure of Tenant to open its business to the public in the Premises on or prior to fifteen (15) days after the date on which Tenant is required to open its business to the public, or the failure to open or to remain open on the days and hours required by this Lease, or if Tenant vacates or abandons the Premises;

(d) the failure of Tenant to observe or perform any of the covenants, terms or conditions set forth in Article 15 (relating to assignment and subletting) when such failure continues for a period of fifteen (15) days;

(e) the failure of Tenant to observe or perform any of the other covenants, terms or conditions set forth in this Lease where said failure continues for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such failure cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said failure within said fifteen (15) days and continues diligently to pursue the curing of the same until completed);

(f) the commencement or levy, execution, attachment, or other process of law upon, on, or against the estate created in Tenant hereby; the application for or the appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer (and such appointment continues for a period of thirty (30) days); the insolvency of Tenant or any assignment by Tenant for the benefit of creditors;

(g) the commencement of a case by or against Tenant or any guarantor, under any insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal; the determination by Tenant to request relief under any insolvency proceeding, including any insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal; Such commencement or determination by Tenant shall terminate the estate created in Tenant hereby and the Premises shall not become an asset in any such proceeding;

(h) repetition or continuation of any failure to timely pay any Rent, charges or other sums reserved hereunder where such failure shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) consecutive months;

(i) Tenant's failure to pay when due and payable, all taxes, assessments and government charges imposed upon it or which it is required to withhold and pay over;

(j) repetition of any failure to observe or perform any of the covenants, terms and conditions hereof more than six (6) times, in the aggregate, in any period of twelve (12) consecutive months other than the repetition set forth in subparagraph 16.01(h).

SECTION 16.02: LANDLORD'S REMEDIES

(a) Landlord may treat any Event of Default as a breach of this Lease. Landlord's failure to insist upon strict performance of any covenant, term or condition of this Lease or to exercise any right or remedy it has herein shall not be deemed a waiver or relinquishment for the future of such performance, right or remedy. In addition to any and all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the following rights and remedies if there shall occur any Event of Default or breach:

(i) to terminate the Lease, and to re-enter the Premises and take possession thereof and to remove all persons therefrom, and Tenant shall have no further claim or right hereunder;

(ii) to bring suit for the collection of Rent and for damages (including without limitation reasonable attorneys' fees and the cost of repairing and reletting the Premises) without entering into possession of the Premises or canceling this Lease. Commencement of any action by Landlord for Rent and damages shall not be construed as an election to terminate this Lease and shall not absolve or discharge Tenant from any of its obligations or liabilities for the remainder of the Term; and

(iii) to retake possession of the Premises from Tenant by summary proceedings or otherwise. To the extent permitted by law, Tenant waives notice of re-entry or institution of legal proceedings and any right of

re-entry or repossession. Commencement of any action by Landlord for re-entry shall not be construed as an election to terminate this Lease and shall not absolve or discharge Tenant from any of its obligations or liabilities for the remainder of the Term. If, in the event of an ouster, Landlord re-lets the Premises, Tenant shall continue to be liable for the payment of any deficiencies in Rent after such re-let. In the event of any re-entry, Landlord shall have the right but not the obligation to remove any personal property from the Premises and place the same in storage at a public warehouse at the expense and risk of the owner.

SECTION 16.03: DAMAGES UPON TERMINATION

If Landlord elects to terminate this Lease under the provisions of Section 16.02 above, Landlord may recover from Tenant damages in addition to its other remedies.

SECTION 16.04: SELF-HELP

(a) If Tenant shall default in the performance or observance or any agreement, excluding the payment of Rent, or condition on its part to be performed or observed, and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default cannot be reasonably be cured within such thirty (30) day period, shall not, within said thirty (30) day period commence to cure such default and thereafter prosecute to completion with due diligence), Landlord may, at any time thereafter, cure such default, and any amount paid or any contractual liability incurred by the Landlord shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord upon demand; provided that Landlord may, without waiving any claim for damages on account of such breach, cure any such default prior to the expiration of said thirty (30) day period, but after notice to Tenant, if the curing of such default prior to the expiration of said thirty (30) day period is reasonably necessary to maintain and/or protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as part of the next payment of rent due hereunder.

(b) If Landlord shall default in the performance or observance or any agreement or condition on its part to be performed or observed, and shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or if such default cannot be reasonably be cured within such thirty (30) day period, shall not, within said thirty (30) day period commence to cure such default and thereafter prosecute to completion with due diligence), Tenant may, at any time thereafter, cure such default, and any amount paid or any contractual liability incurred by the Tenant shall be deemed paid or incurred for the account of Landlord, and Landlord shall reimburse Tenant upon demand; provided that Tenant may cure any such default, prior to the expiration of said thirty (30) day period, but after notice to the Landlord, if the curing of such default prior to the expiration of said thirty (30) day period is reasonably necessary to protect the Demised Premises or Tenant's interest therein or to prevent injury or damage to persons or property or to permit Tenant to conduct its usual business operation in the demised Premises. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder, said amount may be withheld by Tenant from the next and any following payments of fixed annual rent.

ARTICLE XVII

LIABILITY OF LANDLORD

SECTION 17.01: LANDLORD'S DEFAULT

Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease and, if, as a consequence of such default, Tenant shall

recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Landlord's Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to request a levy against any property of Landlord other than its interest in the Landlord's Building as hereinbefore expressly provided and in any event there shall never be any personal liability against the Parties as hereafter defined. No default by Landlord under this Lease shall give Tenant the right to terminate this Lease.

SECTION 17.02: TRANSFER OF LANDLORD'S INTEREST

In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or Landlord's Building, Landlord thereupon and without further act by either party hereto shall be released from all liability and obligation hereunder derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or transfer. Neither the shareholders, members, officers, directors, trustees, individuals or partners comprising Landlord, nor the shareholders (nor any of the partners comprising same), directors, trustees or officers of any of the foregoing (herein collectively called "the Parties") shall be liable for the performance of Landlord's obligations hereunder and Tenant shall not seek any damages against any of the Parties. Tenant shall have no right to terminate this Lease nor to abate Rent nor to deduct from nor setoff nor counterclaim against Rent because of any sale or transfer (including without limitation any sale-leaseback) by Landlord or its successors or assigns.

ARTICLE XVIII

SUBORDINATION AND ATTORNMENT

SECTION 18.01: ESTOPPEL CERTIFICATE

Within ten (10) business days after request therefore by Landlord or Tenant, Tenant and Landlord each agrees to deliver, in recordable form, a certificate to Landlord, Tenant or any proposed mortgage lender or purchaser, certifying that (i) this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications); (ii) there are no defenses or offsets to any parties obligations under this Lease (or stating those claimed by tenant or landlord, as the case may be); (iii) the dates to which rent and other charges have been paid; and (iv) any other information reasonably requested by or on behalf of Landlord or Tenant.

SECTION 18.02: SUBORDINATION

Subject to the non-disturbance provisions of section 18.3, this Lease is subject and subordinate to every mortgage, deed of trust, protective land covenant and ground or master lease now or hereafter affecting the real property or any part of such real property (each, a Prior Encumbrance), and to all advances made or hereafter to be made upon the security thereof. Such subordination is self executing and effective upon execution of this Lease. Notwithstanding the foregoing, however, at any time and from time to time at the request of Landlord, any Mortgagee or the holder of any such protective land covenant or ground or master lease (each, a Secured Party, Tenant shall execute and deliver, within ten (10) business days of receipt thereof, any instrument or further assurance reasonably requested by which Tenant which shall:

(a) Acknowledged the subordinate status of this Lease with respect to the lien of any such Prior Encumbrance with the intent and effect that this Lease and all the rights of Tenant are and will be subject to the rights of the Secured Party as fully as if such Prior Encumbrance had been made and recorded in the appropriate land records, and all monies had been advanced thereunder, before the making of this Lease; or

(b) Attorn to such Secured Party and to be bound to it as its tenant of the Premises for the then unexpired portion of the Term and upon the terms and conditions herein contained as set forth in section 18.3.

SECTION 18.03: ATTORNMENT AND NON-DISTURBANCE

Notwithstanding the foregoing subordination, so long as no event of default by tenant has occurred and is continuing beyond all notice and cure periods under this lease, Tenants possession of the premises and Tenant's rights under this Lease shall not be disturbed by the exercise of any rights of any secured party. Tenant agrees that in the event any Secured Party obtains title to the premises as a result of any enforcement or foreclosure of the lien of a Prior Encumbrance, tenant will attorn to such Secured Party and recognize such Secured Party as Tenant's landlord under all of the terms and provisions of this Lease, except that such Secured Party shall not be (a) liable for any act, omission or default of any prior Landlord which is not of a continuing nature; or (b) bound by any payment of rent which Tenant might have paid for more than one month in advance to any prior Landlord; or (c) bound by any amendment or modifications of this Lease and made after tenant was informed of the existence of such Secured Party and without the consent of such Secured Party.

SECTION 18.04: FAILURE TO FURNISH

If Tenant or a Landlord fails to execute and deliver an estoppel certificate or a subordination, non-disturbance and attornment agreement within ten (10) business days after notice and delivery of the requested form from the other, then such failure shall constitute a violation under this Lease, and in such event, the defaulting party agrees to pay to the other, as liquidated damages, an amount equal to Two Hundred Fifty Dollars (\$250) for each day after the expiration of such ten (10) day business period that Tenant or Landlord, as of the case may be, fails to so with deliver such estoppel certificate or subordination and non-disturbance agreement, as the case may be. The parties agree that it is and will be impractical and extremely difficult to determine the actual monetary damages suffered in the event of Tenants or Landlord's breach of its obligations pursuant to this section 18.04, and the parties have fixed Two Hundred Fifty Dollars (\$250) per day as the sum of liquidated damages which the defaulting party agrees to pay to the other because the said sum represents a reasonable approximation of the monetary damages which would be likely to result from Tenants or Landlord's breach.

ARTICLE XIX

INTENTIONALLY OMITTED

ARTICLE XX

QUIET ENJOYMENT

SECTION 20.01: FAITHFUL PERFORMANCE

Upon payment by the Tenant of the Rent herein provided for, and upon the observance and performance of all of the agreements covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and mortgages, leases and other matters to which this Lease is subordinate.

ARTICLE XXI

CONDEMNATION

SECTION 21.01: ALL OF PREMISES TAKEN

If the whole of the Premises shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain or by agreement or conveyance in lieu thereof (each being hereinafter referred to as "Condemnation"), this Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent as shall have been paid in advance for a period subsequent to the date of the taking.

SECTION 21.02: LESS THAN ALL OF PREMISES TAKEN

If less than all but more than twenty-five (25%) percent of the GLA in the Premises is taken by Condemnation, Landlord or Tenant shall each have the right to terminate this Lease upon notice in writing to the other party within ninety (90) days after possession is taken by such Condemnation. If this lease is so terminated, it shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent and perform all of its obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent as may have been paid in advance for a period subsequent to the date of the taking. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises so taken as of the date of possession shall be taken by such authority, and Tenant shall pay Rent up to that day with a proportionate refund by Landlord of any Rent as may have been paid for a period subsequent to the date of the taking and, thereafter, the Rent shall be reduced in direct proportion to the amount of GLA of the Premises taken and Landlord agrees, at Landlord's cost and expense, as soon as reasonably possible to restore the Premises on the land remaining to a complete unit of similar quality and character as existed prior to such appropriation or taking (to the extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to the condemnation award received by landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award) multiplied by the GLA Fraction immediately prior to the taking.

SECTION 21.03: SHOPPING CENTER TAKEN

If any part of the Shopping Center is taken by Condemnation so as to render, in Landlord's judgment, the remainder unsuitable for use as a shopping center meeting Landlord's objectives, Landlord shall have the right to terminate this Lease upon notice in writing to Tenant either before possession is taken by Condemnation or one hundred twenty

(120) days after possession is taken by such Condemnation. If Landlord so terminates this Lease, it shall terminate as of the day Tenant's possession is terminated and Tenant shall pay Rent and perform all of its other obligations under this Lease up to the date its possession is terminated with a proportionate refund by Landlord of any Rent as may have been paid in advance for a period subsequent to such possession.

SECTION 21.04: OWNERSHIP OF AWARD

As between Landlord and Tenant, all damages for any Condemnation of all or any part of the Shopping Center, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Although all damages in the event of any Condemnation are to belong to the Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any damage to Tenant's business by reason of the Condemnation on account of any cost which Tenant might incur in removing Tenant's merchandise, furniture and fixtures.

ARTICLE XXII

MISCELLANEOUS

SECTION 22.01: INTERPRETATION

(a) The captions and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe, or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.

(b) If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, or becomes Landlord or Tenant, then and in such event, the words "Landlord" or "Tenant" wherever used in this Lease are intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several.

(c) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(d) The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(e) Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

SECTION 22.02: RELATIONSHIP OF PARTIES

Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant nor cause Landlord to be responsible in any way for the acts, debts or obligations of Tenant.

SECTION 22.03: NOTICES

Any notice, demand, request, approval, consent or other instrument which may be or is required to be given

under this Lease shall be in writing and, shall be deemed to have been received by the Landlord of the Tenant on the earlier of (i) three (3) business days after the mailing of such notice by certified mail, return receipt requested, or (ii) one (1) business day after the mailing of such notice by a nationally recognized overnight courier service, next business day delivery specified, addressed to Landlord or Tenant at the respective addresses set forth on page 1 of this Lease and/or such other address or addresses as either party may designate by notice to the other in accordance with this Section.

SECTION 22.04: SUCCESSORS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon (subject to Article XVII) Landlord, its successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom Landlord may have consented to, or such assigns permitted pursuant to this Lease. Nothing in this Section shall be deemed to require Landlord to give any such consent.

SECTION 22.05: BROKER'S COMMISSION

Except for the Broker, if any, set forth in the FLP, Tenant warrants that it has dealt with no broker in connection with this Lease, and agrees to indemnify and save Landlord harmless from all claims, actions, damages, costs and expenses and liability whatsoever, including reasonable attorneys' fees, that may arise from any claim by or through Tenant for commission or finder's fee in connection with this Lease.

SECTION 22.06: UNAVOIDABLE DELAYS

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. During Tenant's Construction Period the provisions of this Section shall not operate to excuse Tenant from completing construction of the Premises within the said Construction Period unless Tenant gives written notice of the delaying event to Landlord within ten (10) days of the occurrence of such delaying event. Such written notice shall specify the nature of the delaying event and the number of days of delay claimed to be resulting therefrom. Tenant's Construction Period shall be extended for a period equivalent to the period of actual delay. After Tenant's Rent Commencement Date the provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds or the unavailability of a particular contractor or laborer shall not be deemed delays beyond the reasonable control of a party.

SECTION 22.07: SEVERABILITY

It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 22.08: TIME OF ESSENCE

Time is of the essence with respect to the performance of the respective obligations of Landlord and Tenant set

forth in this Lease.

SECTION 22.09: OTHER TENANTS

Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant, department store or occupant or number of tenants, department stores or occupants shall during the Term occupy any space in the Shopping Center.

SECTION 22.10: APPLICABLE LAW

The laws of the state in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease. If either party institutes legal suit or action for enforcement of any obligation contained herein, or for any cause of action relating to this Lease, it is agreed that the venue of such suit or action shall be the county where the Shopping Center is located or the U.S. District Court having jurisdiction over such county.

SECTION 22.11: WAIVER

(a) The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, agreement or condition of this Lease, other than the failure of Tenant to pay the particular 'Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term, agreement or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

(b) No waiver of any covenant, term, agreement or condition of this Lease or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason. No waiver by Landlord in respect to one or more tenants or occupants of the Shopping Center shall constitute a waiver in favor of any other tenant. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

(c) Tenant hereby expressly waives the service of notice of intention to re-enter or to institute legal proceedings for re- entry and any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term in accordance with the provisions of this Lease or upon the entry of judgment for recovery of possession through any action or proceeding.

(d) Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. It is further mutually agreed that in the event Landlord commences any summary proceeding for nonpayment of any Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

SECTION 22.12: ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser or greater amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement or any check or any letter accompanying any such check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

SECTION 22.13: CORPORATE TENANTS

In the event the Tenant hereunder is a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant and warrant that: the Tenant is a duly constituted corporation qualified to do business in the State in which the Shopping Center is located, all Tenant's franchise and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

SECTION 22.14: LIQUIDATED DAMAGES

When liquidated damages are specified anywhere in this Lease, it is understood and agreed that said sum is to be paid to Landlord because Landlord's actual damages will be difficult or impossible to ascertain with accuracy.

SECTION 22.15: ATTORNEY'S FEES AND COSTS

In the event of a default by either party hereto, the parties agree that should a law suit be instituted to determine the rights of a party hereto, the fees and costs in connection with the default, as well as, the obligation for the payment of all fees, costs and reasonable attorney's fees of the prevailing party shall be paid by the non-prevailing party.

SECTION 22.16: RECORDING

This Lease shall not be recorded, however, Landlord shall have the right to record a short form or memorandum thereof, at Landlord's expense, at any time during the Term hereof.

SECTION 22.17: FINANCING

If any lending institution with which Landlord has negotiated or may negotiate interim or long-term financing for the Shopping Center, does not approve the financial or credit rating of Tenant for purposes of such financing, or if any such lending institution shall require a change or changes in this Lease as a condition of its approval of this Lease for such financing, and if within thirty (30) days after notice from Landlord, Tenant fails or refuses to execute with Landlord a reasonable amendment or amendments to this Lease accomplishing the changes required by the lender in connection with its approval of this Lease for financing purposes, such failure or refusal on the part of the Tenant may be construed as an Event of Default.

SECTION 22.18: ARBITRATION

Other than claims pertaining to the nonpayment of rent and/or other charges that might become due to the Landlord under the terms of this Lease, disputes or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by arbitration in accordance with the rules of the American Arbitration Association then in effect. Demand for arbitration shall be filed in writing by certified mail within thirty days from which an applicable claim, dispute or other matter(s) in question arises. In no event shall the demand for arbitration be made after the applicable statutes of limitations would bar the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question, may be commenced. The decision resulting from arbitration shall be binding upon both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 22.19: SPECIAL PROVISIONS

(a) This Lease is subject to the Tenant receiving and providing to the Landlord, within sixty days of the signing of this Lease, all necessary approvals from the Federal Deposit Insurance Corporation and the New York State Banking

Department. If said approvals are not received as set forth herein, either the Landlord or the Tenant may void this agreement by sending notice as specified in Section 22.03.

(b) Subsequent to the Rent Commencement Date, Landlord shall approach the Town of New Windsor concerning the possibility of having all or a portion of the Landlord's property designated as a Banking Development District (BDD). Landlord will pursue the formation of said BDD provided same would not (i) violate or cause a default or jeopardize any agreement between the Landlord and the Town of New Windsor or, (ii) have any negative impact on the Landlord's tax assessment on any portion of the Landlord's property or on the net amount of taxes to be paid by the Landlord or, (iii) in any way impair, diminish, jeopardize, or violate the Landlord's rights and/or obligations with other tenants. Prior to the initiation of any legal work on the BDD, Landlord will obtain an estimate of the legal costs associated with such action and shall obtain the Tenant's written approval prior to proceeding with such legal work. Tenant shall then reimburse the Landlord for all approved costs subsequently incurred by the Landlord in the pursuit of a BDD, regardless of the final outcome of such BDD application.

(c) Landlord shall comply with Americans with Disabilities Act (ADA) as to the exterior of the Premises as well as to the rest rooms.

SECTION 22.20: ENTIRE AGREEMENT

(a) There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

(b) This Lease, including the Exhibits hereto and any addenda hereto, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and the Shopping Center. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing, signed by them and mutually delivered between them.

SECTION 22.20: EXECUTION OF LEASE

The submission of this Lease for examination does not constitute a reservation of or option for the Premises or any other space within the Shopping Center and shall vest no right in either party. This Lease shall become effective as a lease only upon execution and legal delivery thereof by the parties hereto. This Lease may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

WITNESS

LANDLORD:
JMR ASSOCIATES, LLC ASSOCIATES, L.L.C.

Carol E. Battaglia

BY:

Martin S. Kenwood
Martin S. Kenwood,
Managing Member

WITNESS

TENANT:
WALDEN SAVINGS BANK

John D. Garrison

BY:

John D. Garrison
CHAIRMAN, PRESIDENT & C.E.O.

ACKNOWLEDGMENT OF LANDLORD

STATE OF NEW JERSEY:

: SS:

COUNTY OF PASSAIC :

On this 12 day of April, 1999, before me, the subscriber, a Notary Public in and for the State of New Jersey, personally appeared MARTIN S. KENWOOD, who acknowledged himself to be the managing member of JMR ASSOCIATES, LLC ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, and that he as such managing agent, being authorized to do so, executed the foregoing Lease for the purposes therein contained by signing the name the limited liability company as managing agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day first above written.

(NOTARY SEAL)

Notary Public

Carol E. Battaglia
CAROL E. BATTAGLIA
Notary Public of New Jersey
My Commission Expires June 15, 2003

ACKNOWLEDGMENT OF CORPORATE TENANT

STATE OF New York :

: SS:

COUNTY OF Orange :

On this 9th day of April, 19 99, before me, the subscriber a Notary Public in and for the State of New York, personally appeared John D. Garrison who acknowledged himself to be the Chairman, President & C.E.O. of Walden Savings Bank, a NY State Banking Corporation and that he, as such officer, being authorized to do so, executed the foregoing Lease for the purposes therein contained by signing the name of the Corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day first above written.

(NOTARY SEAL)

Notary Public

DAVID T. COCKS
Notary Public, State of New York
Residing in County of Orange
No. 4862678
Term Expires June 23, 2000

ACKNOWLEDGMENT OF INDIVIDUAL TENANT

STATE OF _____:

: SS:

COUNTY OF _____:

On this _____ day of _____, 19____, before me, the subscriber a Notary Public in and for the State of _____, personally appeared _____ who acknowledged himself to be the individual described in the foregoing Lease and that he, as such individual executed the foregoing Lease for the purposes therein contained by signing his name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal as of the day first above written.

(NOTARY SEAL)

Notary Public

EXHIBIT "A"

SECTION 23, Block 1 Lots 53.1, Lot 2, Lot 3 and Lot 4 as shown on the tax map in New Windsor, New York in the County of Orange, to be consolidated as SECTION 23, Block 1, Lot 53.11

EXHIBIT "B"

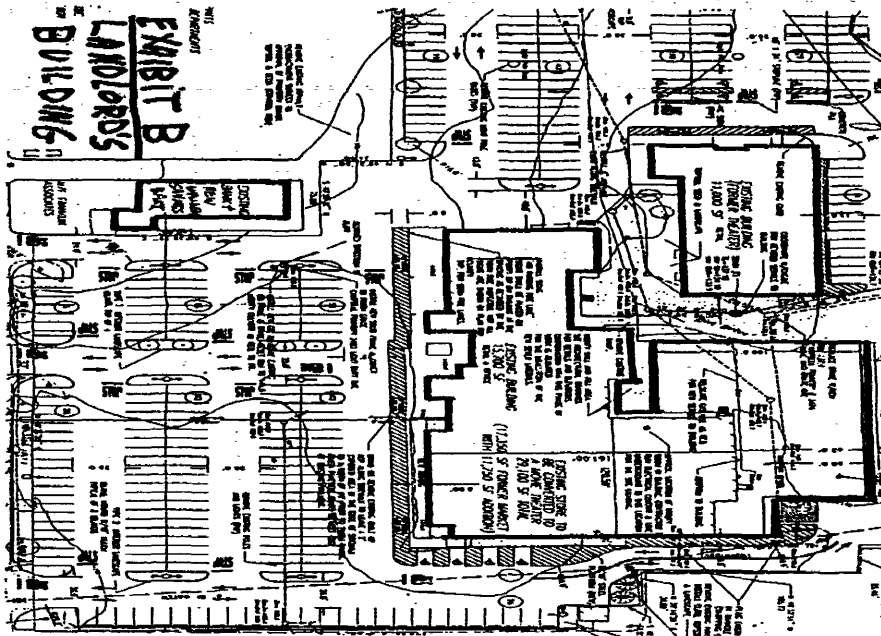


EXHIBIT "C"

DESCRIPTION OF LANDLORD'S WORK AND OF TENANT'S WORK

A. LANDLORD'S WORK AT LANDLORD'S EXPENSE

The following work is to be done exclusively by Landlord at Landlord's sole expense, subject to the receipt by the Landlord of any required permits and within 90 days of regulatory approval in accordance with SECTION 22:19(a):

1. Replace metal railings on front landing
2. Re-roof demised premises
3. Repair/replace concrete on both front and rear landings
4. Repair/replace exterior doors
5. Replace exterior light fixtures
6. Replace exterior windows with energy efficient windows and repair/replace any bad window sills
7. Repair/replace fascia and soffits as needed
8. Repair/replace gutters
9. Blacktop drive-in lane
10. Install a basic canopy (design to be approved by Tenant) over drive up window area. Tenant to immediately provide Landlord with plans and information on canopy configuration sufficient for Landlord to apply for a building permit and/or any other required governmental approvals
11. Replace ceiling light covers
12. Replace HVAC system
13. Existing plumbing to be in working order
14. Replace interior lobby door with similar door
15. Construct partition in vestibule

B. LANDLORD'S WORK AT TENANT'S EXPENSE

The following work has been, or is to be, done exclusively by Landlord at Tenant's sole expense:

1. Floor Penetrations - All penetrations through the structural floor slab and precast concrete plank beneath, required in connection with Tenant work, shall be performed by a contractor approved by the Landlord. Said approval not to be unreasonably conditioned, withheld or delayed.
2. Roof Penetrations - All roof penetrations required in connection with Tenant's work shall be performed by a contractor approved by the Landlord. Said approval not to be unreasonably conditioned, withheld or delayed.
3. Structural Reinforcement - Any reinforcement to the structure of the building required as a result of Tenant work or requirements shall be performed by the Landlord at Tenant's expense.

C. TENANT'S WORK

All work required to complete and place the Premises in finished condition for opening for business, except for that

work specifically described hereinabove as Landlord's Work, is to be done exclusively by Tenant at Tenant's sole expense; included in such work, but without limitation, are the following:

1. Store Interior Finish Work - including without limitation, the following, and all other items customarily incidental to each thereof:

a. Finished Ceilings - ceilings shall be fire rated as required by code.

b. Walls and Wall and Column Finishes - interior partitions and walls within the Premises and finishes on walls and columns.

c. Doors - doors and hardware within the Premises, except as modified by LANDLORD'S WORK

d. Floor Covering - floor coverings and floor finishes.

e. Interior Painting and Decoration.

f. HVAC Distribution - heating, ventilating and cooling distribution system required within the Premises including ductwork, diffusers and insulation.

g. Sprinkler - cut sprinkler heads and modify existing system required as a result of the addition of interior partitions, soffits, valences, fixtures, storage of Tenant's stock or merchandise, changes in ceiling height, or any other reason resulting from Tenant's occupancy.

h. Electrical Systems, Equipment and Lighting Fixtures and Lamping - Tenant's work shall include the lighting and power distribution system, including circuits, conduits, switches, outlets, wiring and lighting fixtures and lamping.

i. Special Equipment - all special equipment, located within the Premises, including all electrical, mechanical and structural work required for these items.

j. Telephone Conduit - conduits, cabinets and outlets as required by the utility company supplying the telephone service required by Tenant; all arrangements for the supply of telephone service to be Tenant's responsibility.

k. Protection Alarms - all fire and other protection systems, such as A.D.T., etc.

l. Safety and Emergency Equipment - emergency lighting, exit corridors, exit lights, exit panic hardware, fire extinguishers, and any other items required by code or any governmental body.

2. Tenant Signs - as required by, and subject to the Sign Design Criteria set forth in Exhibit "D".

3. Store Fixturing and Merchandising - Tenant shall bear the entire expense and responsibility for providing, within the Premises, all trade fixtures and merchandise and all other property (whether affixed or not) incidental to the operation of the type of business to be operated by Tenant, including, without in any way limiting the generality of the foregoing:

a. The furnishing and installation of all furniture, shelving, store fixtures, furnishings, interior decorations, graphics, storefront signs and interior signs, mirrors, cornices and all other fixture lighting and other special effects.

b. Electrical and mechanical connections of all store merchandising fixtures and equipment with related parts, including, if appropriate to Tenant's permitted use, kitchen and food service equipment, including exhaust duct systems terminating above the roof, and other equipment specifically required by Tenant's occupancy.

4. HVAC Unit to be modified as required.

D. PROCEDURE, SCHEDULES AND OBLIGATIONS FOR THE CONSTRUCTION OF THE PREMISES BY TENANT

1. Commencement of Construction

Tenant shall start construction of the Premises as provided for in Section 9.03 of the Lease, and Tenant shall carry out such construction to completion with all due diligence. The failure of Tenant to comply with procedure and schedules set forth in this Exhibit, or to commence or complete the construction of the Premises prior to the Commencement Date shall have no effect whatsoever upon the commencement of the lease term, which shall in any event commence at the time provided for in Section 3.01 of the Lease.

2. General Requirements

a. Prior to the preparation of Tenant's Final Plans, Tenant shall visit the Premises to verify existing conditions and construction and note in writing any discrepancy. Upon commencement of work, Tenant accepts all of Landlord's work as described herein.

b. Tenant shall submit to Landlord for approval Final Plans as provided for in Section 9.2 of the Lease.

c. Tenant shall submit to Landlord at the address set forth in the Lease via Certified or Registered Mail, return receipt requested, at least five (5) days prior to the commencement of construction, the following information:

1. The name and address of the General Contractor Tenant intends to engage for the construction of the Premises, including names and telephone numbers of on-site and off-site representatives.

2. The names and addresses of Tenant's Mechanical, Electrical, Sprinkler and Plumbing Subcontractors, including names and telephone numbers of on-site and off-site representatives.

3. Copies of insurance certificates required by this Exhibit.

4. Copy of Tenant's building permit(s).

5. A performance bond in the amount of Tenant's work issued by a bonding company acceptable to Landlord and licensed in the State where the Shopping Center is located for the entire amount of Tenant's work.

d. Tenant, Tenant's contractors or subcontractors will not knowingly employ any unfit person or anyone not skilled in the work he is performing, or any workman that is incompatible with the balance of the work force or who will cause, or whose presence will cause, labor disputes or work stoppages. In the event any employee(s) of Tenant or Tenant's contractor causes a labor dispute or work stoppage, Tenant expressly agrees to have such employee(s)

immediately removed from the Shopping Center upon Landlord's request, and, that Tenant's failure to do so shall constitute an Event of Default under this Lease.

e. Tenant's and Landlord's Work shall conform to all applicable codes, requirements, statutes, resolutions, ordinances and guidelines of every duly constituted governmental authority or agency having jurisdiction. Landlord's approval of Final Plans does not guarantee approval by governing authorities. In the event the Tenant or Landlord is notified of any violations of codes, requirements, statutes, resolutions, ordinances or guidelines, by the jurisdictional authorities, regarding the respective Work, the party in violation will, at its expense, correct such violations within ten (10) calendar days after such notification. Should the party in violation fail to correct such violations within ten (10) calendar days, the other party may correct such violations at the violating parties expense.

f. Tenant must directly arrange for and procure at Tenant's expense all state and local building, sign, electric, occupancy and all other permits required in connection with the construction and opening of its Premises.

g. Storage of all construction materials, equipment and debris shall be confined to the Premises. The storage of materials or equipment in other premises shall not be permitted.

h. All roof openings shall be approved in writing by Landlord. Any roof penetrations and curbs caused by Tenant's work shall be installed and sealed respectively by the roofing subcontractor performing the roofing for the project at Tenant's expense.

i. All floor penetrations shall be approved in writing by Landlord and shall be performed by Landlord at Tenant's expense.

j. No approval by Landlord shall be deemed valid unless in writing and signed by Landlord.

k. Tenant's Work shall be performed in a first- class and workmanlike manner and shall be in good and useable condition at the date of completion, and Tenant shall cause its General Contractor and subcontractors to provide warranties for not less than one (1) year against defects in workmanship, materials and equipment.

l. No jack hammering, or other equipment producing high noise level shall be permitted during shopping hours.

m. No systems shall be shut down by Tenant without permission from Landlord.

n. Contractor vehicles will be parked in designated areas or as directed by the Landlord.

3. Temporary Services During Construction

During the construction period, Tenant shall pay for all temporary utility installation/removal and usage and for the removal of debris as necessary in connection with the construction of the Premises. If at any time, Tenant or Tenant's contractors and subcontractors shall neglect, refuse or fail to remove any debris or surplus materials, Landlord, at its sole option, may remove the same at Tenant's expense without prior notice. If Tenant or Tenant's contractors and subcontractors use Landlord's waste removal facilities, Tenant's shall pay Landlord's actual cost plus twenty percent (20%) thereof for administration and it will be payable ten (10) days after invoicing.

4. Special Design Criteria

- a. No Tenant equipment or fixtures are permitted outside the Premises or on the roof.
- b. Tenant shall not suspend anything (other than ceiling, light fixtures and sprinklers) from the structure. Any item to be suspended from the structure must receive Landlord's prior written approval.
- c. Tenants producing excessive noise and/or vibrations (i.e. arcades, musical shops, audio/video stores, pet shops, etc.) shall be required to sound insulate all demising walls separating the Premises from adjacent spaces within the Shopping Center.
- d. Any odor producing functions of Tenant's operation must be contained and mechanically vented to the outside. Height of exhaust hood shall not exceed 1'8" above roof unless otherwise required by applicable codes.
- e. All Tenant construction must be of non-combustible material. Treated, fire resistant wood will be permitted where approved by the jurisdictional authorities. Combustible trim and finish, where permitted, must conform to the requirements of the jurisdictional authorities. No wood (or combustible material) shall be incorporated in any construction work above the ceiling installed in the Premises.
- f. Tenant shall install all required equipment for aiding the handicapped, as required by code or any governmental body.
- g. High security tenants (i.e., jewelry stores, banks, etc.) should coordinate security requirements and procedures with the police department.
- h. Special Equipment Related to Sanitary System
 1. Hair interceptors shall be provided at each sink, lavatory or special equipment where animal or human hair may enter the sanitary system.
 2. Grease interceptors shall be installed for all food preparation areas having sinks or any grease-producing appliances discharging into the sanitary system.
 3. Oil and volatile liquid interceptors shall be installed where required by applicable code, Fire Prevention Bureau or Landlord.
 4. Maintenance: all interceptors shall be policed by Tenant to keep the sanitary system free of clogging.
 5. Garbage disposal units which shred, grind or masticate garbage or rubbish and discharge the end product into the sewerage or drainage system are prohibited.

5. Coordination and Inspection of Construction

- a. Tenant and Tenant contractors shall insure that its work is performed in such a manner as to coordinate with Landlord and Landlord's contractors to minimize any interference with Landlord's work in any premises or any other portion of the Shopping Center. In the event that Tenant's contractor should materially interfere with Landlord's work, Tenant, upon demand therefore from Landlord, shall immediately cause the cessation of such interference in order to permit Landlord's work to be completed free of interference.
- b. Tenant and Tenant's contractors shall permit Landlord or other tenants of Landlord and their

respective representatives to make such use of the Premises during and after the completion of Tenant's construction as may be reasonably required to permit the construction of Landlord's improvements and the installation of necessary improvements in adjacent premises. Any such use shall not unreasonably interfere with Tenant's conduct of its business.

c. Landlord and Landlord's designee shall have the right to install roof drainage lines, utility pipes, conduit, ductwork, and/or component parts of mechanical, electrical and structural systems where necessary or desirable, through ceiling areas, floors, columns, walls, (or as close to same as may be reasonably practicable) of the Premises and to thereafter repair, alter, replace or remove same. Landlord shall repair any Tenant improvements affected thereby to substantially the same condition that existed prior to the performance of such work by Landlord or Landlord's designees.

d. The work of Tenant's contractors and subcontractors shall be subject to inspection by Landlord and its supervisory personnel. Any defects and/or deviations from the approved Final Plans shall be rectified by Tenant's contractors and/or subcontractors at no expense to Landlord.

6. Insurance

a. In addition to the insurance required under Section 11.01 of the Lease, prior to commencement of Tenant's work and until completion thereof, or commencement of the lease term, whichever is the last to occur, Tenant shall effect and maintain Builder's Risk Insurance covering Landlord, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "Extended Coverage Endorsement" upon all Tenant's work. Tenant shall evidence this coverage by delivering to Landlord certificates of insurance prior to commencement of Tenant's work. In addition, Tenant agrees to indemnify and hold Landlord harmless against any and all claims for injury to persons or damages to property by reason of claims, fines and penalties arising out of any failure of Tenant or its agents, contractors and employees to comply with any law, ordinance, code requirement, regulation, or other requirement applicable to Tenant's work.

b. Tenant agrees to require all contractors engaged in the performance of Tenant's work to effect and maintain and deliver to Tenant and Landlord, certificates evidencing the existence of, and covering Landlord, Tenant and Tenant's contractors, prior to the commencement of Tenant's work and until completion thereof, the following insurance coverages:

1. Worker's compensation insurance in accordance with the laws of the State where the Shopping Center is located, including Employer's Liability Insurance to the limit of \$100,000.00 and any insurance required by any Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractors and subcontractors from any and all liability under the aforementioned acts.

2. Comprehensive General Liability Insurance, excluding "Automobile Liability" against personal injury, including death resulting therefrom, to the limit of \$1,000,000.00 for any one person and \$3,000,000.00 for more than one person in any one accident and against property damage to the Shopping Center of \$500,000.00.

3. Automobile Insurance, including "non-owned" automobiles, against personal injury, including death resulting therefrom, to the limits of \$1,000,000.00 for any one person and \$4,000,000.00 for more than one person in any one accident and against property damage to the limit of \$500,000.00.

4. Builder's Risk Insurance covering the work to be performed for Tenant in the Premises. The amount of insurance to be provided shall be 100% of the replacement cost.

c. All such insurance policies required under this Exhibit, shall include Landlord, as additional insured.

d. Certificates of insurance shall provide that no reduction in the amounts or limits of liability or cancellation of such insurance coverage shall be undertaken without prior thirty (30) day written notice to Landlord.

7. Payment

The cost, if any, to Tenant for sanitary sewer hook-up fees, trash removal, temporary utility installation/removal and usage, structural reinforcements, floor penetrations, roof penetrations, remote toilet rooms, sprinkler modifications or any other item where there is no cost schedule will be Landlord's actual cost plus five percent (5%) thereof for administration, which cost will be invoiced by Landlord and payable by Tenant ten (10) days after invoicing.

8. Requirements at Completion of Tenant's Work

a. Upon completion of construction of the Premises, the Tenant shall cause its architect to inspect the Premises and certify to the Tenant and Landlord that the construction of the Premises was completed in accordance with the approved Final Plans. If the Tenant fails or is unable to provide the above certification, the Landlord may, at its sole discretion, cause its architect or its representative to inspect the Premises, compile a list of corrective actions and, upon completion of corrections by the Tenant's contractors (or Landlord's contractors if Tenant's contractors refuse), provide the required certification to the Landlord at the sole cost and expense of Tenant.

b. Upon completion of Tenant's work, Tenant and Tenant's general contractor shall furnish a letter addressed to Landlord from the roofing contractor of the Shopping Center stating that the work done has not affected the roof bond or guarantee pertaining to the Shopping Center roof. Failure to provide such a letter is a default and shall entitle Landlord to all rights and remedies contained in this Lease.

c. Within thirty (30) days after Tenant is opened for business in the Premises, Tenant will submit properly executed and acknowledged releases of Mechanic's Liens with respect to the Premises executed by the Tenant's contractors, by all subcontractors and all materialmen who furnish materials in excess of One Hundred and 00/100 (\$100.00) Dollars in the aggregate.

d. Tenant shall provide Landlord with copies of all certificates and approvals with respect to Tenant's work that may be required by any governmental authorities as a condition for the issuance of a Certificate of Occupancy for the Premises.

EXHIBIT "D"

SIGN DESIGN CRITERIA

The design and location of all signs, either for the interior or the exterior of the Premises shall be subject to prior approval by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed and shall comply with all applicable code provisions governing the Shopping Center. Tenant shall have the sole responsibility for obtaining all permits pertaining to its sign. Tenant shall submit detailed sign drawings to Landlord; and no sign shall be installed until Landlord's approval has been obtained by Tenant. Drawings submitted shall be reproducible and contain all vital information pertaining to dimensions, location, material, color and type of illumination. Color samples of all signs, if not white, shall be submitted to Landlord. Details on signing will be included in the Final Plans. However, the following limitations will apply:

16. Tenant will be permitted to construct a sign of a size to be approved by the appropriate municipal authorities. In addition, the Tenant will be permitted a box sign in front of its premises. The box sign will conform to the overall box sign design of the Shopping Center.
17. Wording of signs shall be limited to Tenant's store name or Trade Name and logo only.
18. All signs shall be fabricated and installed with U.L. approval in compliance with all applicable building and electrical codes. Sign manufacturers will supply a U.L. label if required by local authorities.
19. The following is not permitted and is expressly prohibited:
 - 1 Signs with exposed neon or fluorescent tubing or exposed lamps.
 - 2 Signs with flashing, blinking, moving, flickering, animated or audible effects or type.
 - 3 Paper signs, stickers, banners or flags. However, Landlord agrees that Tenant shall be allowed to display grand opening flags and banners and/or signs for a period of thirty (30) days from the date of opening.
 - 4 Painted signs on the exterior surface of any building, except for grand opening flags, banners and/or signs as provided for in paragraph 3.
 - 5 Roof top signs.
 - 6 Signs employing luminous-vacuum formed type plastic letters.
 - 7 Signs employing unedged or uncapped plastic letters with no returns and exposed.
 - 8 Exposed raceways, ballast boxes or electrical transformers except as provided for herein.
 - 9 Exposed sign illumination or illuminated sign cabinets or modules, except as provided for herein.
 - 10 Signs exhibiting the names, stamps or decals of the sign manufacturer or installer, except as provided for herein.
 - 11 Printed signs on storefronts or show windows except Tenant's name and/or logo which signing may be applied on the surface of said glass storefront in gold or silver leaf, sandblasted or etched, subject in each instance to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, except as provided for in Paragraph 3.

- 12 Signs located at or on the side or rear of any building except for small identifying signs to facilitate deliveries which shall be white only painted on rear service doors in 3" helvetica medium style letters. No other signs will be permitted.

EXHIBIT "F"

TENANT'S ESTOPPEL CERTIFICATE

(Addressee)

Gentlemen:

It is the understanding of the undersigned that you have committed to loan or invest a substantial sum of money in reliance upon this certification by the undersigned, which certification is a condition precedent to your making such loan or investment, or that you intend to take some other action in reliance upon this certification. The undersigned, as Tenant under that certain Lease (hereinafter called the "Lease") dated _____, 19____ made and entered into between JMR ASSOCIATES, L.L.C., A New Jersey Limited Liability Company, as Landlord, and the undersigned as Tenant, hereby ratifies the Lease and certifies that:

1. that the Premises has been completed in accordance with the plans and specifications agreed upon, and that the undersigned has accepted possession and entered into occupancy of the premises
2. that the GLA in the Premises is _____ square feet.
3. that the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except _____.
4. that the Lease represents the entire agreement between the parties as to such leasing;
5. that the Rent Commencement Date of the Lease is _____;
6. that the Tenant opened its business in the Premises to the public on _____
7. that the date of expiration of the Term pursuant to Article III of the Lease is _____;
8. that all conditions of the Lease to be performed by Landlord and necessary to the enforcement of the Lease have been satisfied except _____;
9. that there are no defaults by either Landlord or Tenant under the Lease;
10. that no rents have been, or will be paid, prepaid, other than as provided in the Lease;
11. that on this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord; and
12. that the Lease is subordinate to any operating agreements or ground leases and to any mortgage on the Premises which Landlord has given or hereafter gives to the Lender.

13. The undersigned hereby agrees:

(a) to disclaim, to the extent such disclaimer is valid and enforceable under the law of the state where the Shopping Center is located, all right, title or interest in the Premises except the rights granted by the Lease;

(b) to send a copy of any notice or demand given or made to Landlord pursuant to the provisions of the Lease, by registered mail, return receipt requested or by a recognized express delivery service, to _____ (the "Lender"); and

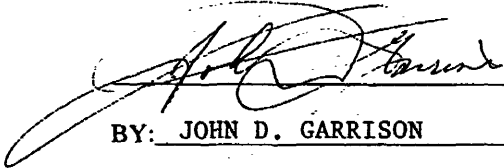
(c) to give to the Lender, as the holder of a mortgage on the Premises, the same right as Landlord to cure any default complained of in said notice or demand.

The undersigned hereby acknowledges that Landlord has assigned, or will assign, Landlord's interest in the Lease to the Lender to secure a loan from the Lender to Landlord and hereby agrees to pay to the Lender all rent and other sums due under the Lease immediately upon written notice from the Lender.

All terms used herein which are defined in the Lease shall have the same meaning when used herein.

EXECUTED this 9th day of April, 19 99

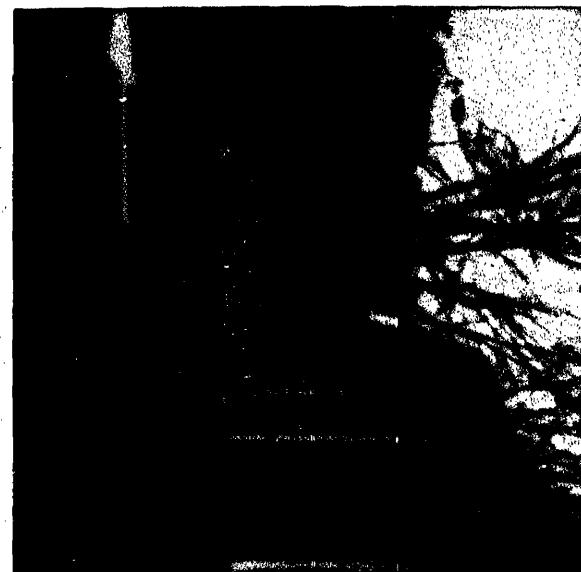
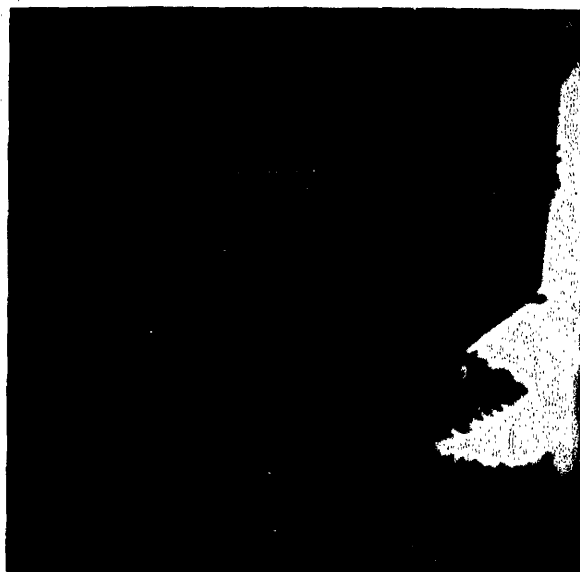
TENANT


BY: JOHN D. GARRISON

(title) CHAIRMAN, PRESIDENT & C.E.O.

ATTEST


(title) CORPORATE SECRETARY



Pls. publish immediately. Send bill to JMR @ One Garret Mt. Plaza, Suite 800.
c/o Kenwood. West Paterson, N.J. 07424.

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 21

Request of JMR Associates LLC

for a VARIANCE of the Zoning Local Law to Permit:

construction of canopy at bank location
w/ insufficient sideyard;

being a VARIANCE of Section 48-12 - Table of Use/Bulk Regs. - Col. F

for property situated as follows:

213-215 Quassaick Avenue, New Windsor, N.Y.

known and designated as tax map Section 23, Blk. 1, Lot 53.11.

SAID HEARING will take place on the 14th day of June, 1999, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent
Chairman

By: Patricia A. Barnhart, Secy.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 16 day of March, nineteen hundred and ninety-eight
BETWEEN

MALL & STARVIEW GARDENS, LLC, a New Jersey limited liability company
1 Garret Mountain Plaza, 8th Floor, West Paterson,
New Jersey 07424-3327

party of the first part, and

JMR ASSOCIATES, L.L.C., a New Jersey limited liability company
1 Garret Mountain Plaza, 8th Floor, West Paterson,
New Jersey 07424-3327

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange

See Schedule "A" annexed hereto and made a part hereof.

BEING the same premises conveyed to Mall & Starview Gardens, LLC, a New Jersey limited liability company, by Deed from Franklin Associates, a New Jersey partnership, dated March
16, 1998, to be recorded immediately prior hereto.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

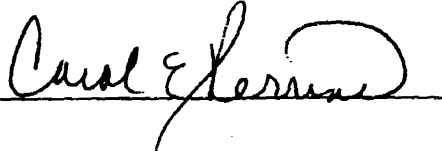
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.


IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MALL & STARVIEW GARDENS, LLC,
a New Jersey limited liability
company



By:


Martin Kenwood, Managing Member

New Jersey
STATE OF NEW YORK, COUNTY OF *Passaic*

On the *16th* day of *March* 19 *98*, before me personally came

Martin Kenwood, Managing Member

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Carol E. Perrine
CAROL E. PERRINE
Notary Public of New Jersey
My Commission Expires June 15, 1998

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

MALL & STARVIEW GARDENS, LLC,
a New Jersey limited liability company
TO

JMR ASSOCIATES, L.L.C.,
a New Jersey limited liability company

* SECTION See Schedule "A" annexed
* BLOCK hereto and made a part
* LOT hereof
~~COUNTY~~ TOWN New Windsor
COUNTY Orange

RETURN BY MAIL TO:

Norris, McLaughlin & Marcus
721 Route 202-206
P.O. Box 1018
Somerville, NJ 08876-1018
Attention: 032 Zip No.

Reserve this space for use of Recording Office.

LIBER 4766PG 110

SCHEDULE "A"

PARCEL "A":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Union Avenue distant the following courses and distances from the corner formed by the intersection of the easterly side of Quassaick Avenue (Route No. 94) a 60 foot street, with the northerly side of Cedar Lane, a 50 foot street;

1. North 40 degrees 35 minutes 30 seconds East 1077.52 feet along the easterly side of Quassaick Avenue to its point of intersection with the southerly boundary line of lands now or formerly belonging to Shell Oil Company;

2. South 49 degrees 32 minutes 37 seconds East 175 feet along said lands of Shell Oil Company to a corner in said lands;

3. North 40 degrees 35 minutes 30 seconds East 250 feet still along said lands to the southerly side of Union Avenue;

4. South 49 degrees 32 minutes 37 seconds East along the southerly side of Union Avenue 110.48 feet; and

5. South 51 degrees 06 minutes 10 seconds East still along the southerly side of Union Avenue 187.65 feet to the point or place of beginning, running thence from said point of beginning along the southerly side of Union Avenue South 51 degrees 06 minutes 10 seconds East 300.00 feet to a corner, thence South 31 degrees 21 minutes 06 seconds West 407.81 feet; thence North 51 degrees 06 minutes 10 seconds West 361.51 feet to the point; thence North 40 degrees 01 minutes 30 seconds East 404.36 feet to the point or place of Beginning.

BEING the same premises described in a deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated March 30, 1970 and recorded April 15, 1970, in the office of the Orange County Clerk in Liber 1844 at Page 316.

DESCRIBED on the records of the City School District of the City of Newburgh, New York as Account No. 78652 (23-1-4. Res. 3.1 acre, S. Union Ave.).

69 Union

Schedule "A"-Pg. 1

LIBER 4766 PG 111

LIBER 3187 PAGE 68

SCHEDULE "A"
(Continued)

PARCEL "B":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at an angle point in the Southerly side line of Union Avenue, distant 110.48 feet on a bearing of South 49 degrees 32 minutes 37 seconds East from the northeasterly corner of lands now or formerly Shell Oil Company and from thence:

1. Along the southerly side line of Union Avenue South 51 degrees 06 minutes 10 seconds East, a distance of 100.99 feet to a corner and from thence;
2. South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner and from thence;
3. North 51 degrees 06 minutes 10 seconds West, a distance of 56.78 feet to a bend and from thence;
4. North 52 degrees 29 minutes 00 seconds West, a distance of 15.25 feet to a corner and from thence;
5. North 40 degrees 01 minutes 30 seconds East, a distance of 93.93 feet to a corner and from thence;
6. North 49 degrees 58 minutes 30 seconds West, a distance of 40.00 feet to a corner and from thence;
7. North 42 degrees 03 minutes 39 seconds East, a distance of 310.42 feet to the southerly side of Union Avenue and the above described point or place of beginning.

BEING part of the premises described as Parcel IV in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3 A, 3.1A, Shopping Center, E. Rte. 94).

Occupations SVSC

Schedule "A"-Pg. 2

LIBR 3187 PAGE 69

LIBR 4766 PG 112

SCHEDULE "A"
(Continued)

PARCEL "C":

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 feet street, distant 1002.52 feet on a bearing of North 40 degrees 35 minutes 30 seconds East, from the northerly line of Cedar Lane, a 50 feet street and from thence;

1. Continuing along the easterly line of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East 75.00 feet to land now or formerly of Shell Oil Company; thence

2. South 49 degrees 32 minutes 37 seconds East, along said lands of Shell Oil Company, 140.00 feet; thence

3. South 40 degrees 35 minutes 30 seconds West, along other lands of Squire Village, Inc., 75 feet; thence

4. Still along lands of Squire Village Inc. North 49 degrees 32 minutes 37 seconds West, 140.0 feet to the easterly side of Quassaick Avenue (Route #94) the point or place of beginning.

BEING the same premises described as Parcel VI in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967 in Liber 1783 of Deeds at Page 1070.

SAID premises being described on the records of the City School District of the City of Newburgh, New York, as Account No. 78651 (23-1-2. Bank.. 75 x 140 E. Rte. 94).

Bank

Schedule "A"-Pg. 3

LIBR 47686 113

LIBR 3187 PAGE 70

SCHEDULE "A"
(Continued)

PARCEL "D":

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Quassaick Avenue (Route #94) a 60 foot street, distant 594.13 feet on a bearing of North 40 degrees 35 minutes 20 seconds East, from the northerly side line of Cedar Lane, a 50 foot street and from thence (1) along the easterly sideline of Quassaick Avenue (Route #94) North 40 degrees 35 minutes 30 seconds East a distance of 408.39 feet to a point; thence (2) North 49 degrees 32 minutes 37 seconds East, a distance of 140 feet, thence (3) North 40 degrees 35 minutes 30 seconds East 75.00 feet to the lands now or formerly of Shell Oil Company; thence (4) along the lands of Shell Oil Company North 49 degrees 32 minutes 37 seconds East 35 feet (5) along the last mentioned lands North 40 degrees 35 minutes 30 seconds East 250.00 feet to the Southerly side line of Union Avenue, thence (6) along the said last mentioned Union Avenue South 49 degrees 32 minutes 37 seconds East a distance of 110.48 feet to a corner; thence (7) South 42 degrees 03 minutes 39 seconds West 310.42 feet to a corner; thence (8) South 49 degrees 50 minutes 30 seconds East 40 feet to a corner; thence (9) South 40 degrees 01 minutes 30 seconds West 93.93 feet to a corner; thence (10) South 52 degrees 29 minutes 00 seconds East 15.25 feet to a point; thence (11) South 51 degrees 06 minutes 10 seconds East 56.78 feet to a corner; thence (12) North 40 degrees 01 minutes 30 seconds East 404.36 feet to the southerly side of Union Avenue; thence (13) South 51 degrees 06 minutes 10 seconds East along said southerly side of Union Avenue 86.66 feet to a corner; thence (14) South 40 degrees 01 minutes 30 seconds West, a distance of 404.36 feet to a corner; thence (15) North 51 degrees 06 minutes 10 seconds West, a distance of 27.06 feet to a corner; thence (16) South 40 degrees 35 minutes 30 seconds West a distance of 274.48 feet to a corner; thence (17) North 49 degrees 24 minutes 30 seconds West, a distance of 145.00 feet to a corner; thence (18) South 40 degrees 35 minutes 30 seconds West a distance of 60.00 feet to a corner; thence (19) North 49 degrees 24 minutes 30 seconds West, a distance of 305.00 feet to the easterly sideline of Quassaick Avenue (Route #94) to the above described point or place of beginning.

BEING a portion of Parcel IV as described in deed from Squire Village, Inc., to Tri Harda Realty, Inc., dated December 6, 1967, and recorded December 13, 1967, in Liber 1783 of Deeds at Page 1070.

SAID premises being included on the records of the City School District of the City of Newburgh as Account No. 78650 (23-1-3, 23-1-53.1, 3.3A, 3.1A, Shopping Center, E. Rte. 94).

Parcels "A" through "D" inclusive are subject to easements and mortgages of record.

Schedule "A"-Pg. 4

LIBER 4766 PG 114

LIBER 3187 PAGE 71

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

MALL & STARVIEW GARDENS,
LLC

TO

JMR ASSOCIATES L.L.C.

SECTION 23 BLOCK 1 LOT 2,3,4
53.1

RECORD AND RETURN TO:

(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

NARIS, McLAUGHLIN & M ARCUS
POB 1018
Somerville NJ 08876-1018
ATTN DJ2

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

<input type="checkbox"/> 2089 BLOOMING GROVE (TN)	<input type="checkbox"/> 4289 MONTGOMERY (TN)
<input type="checkbox"/> 2001 WASHINGTONVILLE (VLG)	<input type="checkbox"/> 4201 MAYBROOK (VLG)
<input type="checkbox"/> 2289 CHESTER (TN)	<input type="checkbox"/> 4203 MONTGOMERY (VLG)
<input type="checkbox"/> 2201 CHESTER (VLG)	<input type="checkbox"/> 4205 WALDEN (VLG)
<input type="checkbox"/> 2489 CORNWALL (TN)	<input type="checkbox"/> 4489 MOUNT HOPE (TN)
<input type="checkbox"/> 2401 CORNWALL (VLG)	<input type="checkbox"/> 4401 OTISVILLE (VLG)
<input type="checkbox"/> 2600 CRAWFORD (TN)	<input type="checkbox"/> 4600 NEWBURGH (TN)
<input type="checkbox"/> 2800 DEERPARK (TN)	<input checked="" type="checkbox"/> 4800 NEW WINDSOR (TN)
<input type="checkbox"/> 3089 GOSHEN (TN)	<input type="checkbox"/> 5089 TUXEDO (TN)
<input type="checkbox"/> 3001 GOSHEN (VLG)	<input type="checkbox"/> 5001 TUXEDO PARK (VLG)
<input type="checkbox"/> 3003 FLORIDA (VLG)	<input type="checkbox"/> 5200 WALLKILL (TN)
<input type="checkbox"/> 3005 CHESTER (VLG)	<input type="checkbox"/> 5489 WARWICK (TN)
<input type="checkbox"/> 3200 GREENVILLE (TN)	<input type="checkbox"/> 5401 FLORIDA (VLG)
<input type="checkbox"/> 3489 HAMPTONBURGH (TN)	<input type="checkbox"/> 5403 GREENWOOD LAKE (VLG)
<input type="checkbox"/> 3401 MAYBROOK (VLG)	<input type="checkbox"/> 5405 WARWICK (VLG)
<input type="checkbox"/> 3689 HIGHLANDS (TN)	<input type="checkbox"/> 5600 WAWAYANDA (TN)
<input type="checkbox"/> 3601 HIGHLAND FALLS (VLG)	<input type="checkbox"/> 5889 WOODBURY (TN)
<input type="checkbox"/> 3889 MINISINK (TN)	<input type="checkbox"/> 5801 HARRIMAN (VLG)
<input type="checkbox"/> 3801 UNIONVILLE (VLG)	
<input type="checkbox"/> 4089 MONROE (TN)	
<input type="checkbox"/> 4001 MONROE (VLG)	
<input type="checkbox"/> 4003 HARRIMAN (VLG)	
<input type="checkbox"/> 4005 KIRYAS JOEL (VLG)	

CITIES

☐ 0900 MIDDLETOWN
☐ 1100 NEWBURGH
☐ 2000 PORT JERVIS

NO. PAGES 6 CROSS REF _____
CERT. COPY _____ AFFT. _____

PAYMENT TYPE: CHECK ☒
CASH _____
CHARGE _____
NO FEE _____

CONSIDERATION \$ _____
TAX EXEMPT _____

MORTGAGE AMT \$ _____
DATE _____

MORTGAGE TYPE:

☐ (A) COMMERCIAL
☐ (B) 1 OR 2 FAMILY
☐ (C) UNDER \$10,000.
☐ (E) EXEMPT
☐ (F) 3 TO 6 UNITS
☐ (I) NAT.PERSON/CR.UNION
☐ (J) NAT.PER-CR.UNI OR 2
☐ (K) CONDO

Donna L. Benson

DONNA L. BENSON
Orange County Clerk

— 979 HOLD

RECEIVED FROM:

Main Street
Title

LIBER 4766PG 108

Check

LIBER 4766 PAGE 108

ORANGE COUNTY CLERKS OFFICE 22153 MRL
RECORDED/FILED 04/21/98 10:33:24 AM

FEES	53.00	EDUCATION FUND	5.00
SERIAL NUMBER:	007111		
DEED C FL NO	54641	RE TAX	.00

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS
APPLICATION FOR VARIANCE

Date: _____

I. Applicant Information:

- (a) MR. ASHDL - 1 GARRET Mt. Plaza Suite 800, W. Paterson N.J. 07424
(Name, address and phone of Applicant) (Owner) 3872
- (b) WALDEN SAVINGS BANK - P.O. Box 152, 2 Bank Street, Woburn N.Y.
(Name, address and phone of purchaser or lessee) 914-778-7585 12586
- (c) _____
(Name, address and phone of attorney)
- (d) SCOTT KARTIGANSKI, P.E. 872 WESTFIELD ST, MIDDLETOWN CT.
(Name, address and phone of contractor/engineer/architect) 06457
860-346-6610

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. Property Information:

- (a) NC SQUIRE VILLAGE SHOPPING CENTER 23 153.11 AC
(Zone) (Address) (S B L) (Lot size) 9.49
- (b) What other zones lie within 500 ft.? NC R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? YES
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? N/A
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance. NO

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application. A SAFE DRIVE-UP SHELTERED BANKING ENVIRONMENT,

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 4B-12, Table of USE / BULK Regs., Col. COL F.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>10,000</u>	<u>413,429</u>	
Min. Lot Width <u>100</u>	<u>475</u>	
Reqd. Front Yd. <u>40</u>	<u>40</u>	
Reqd. Side Yd. <u>15/35</u>	<u>6"/250</u>	<u>REQUEST TO 6" FOR CARRY OVER DRIVE-UP WINDOW</u>
Reqd. Rear Yd. <u>15</u>	<u>75</u>	
Reqd. Street Frontage* <u>N/A</u>		
Max. Bldg. Hgt. <u>35'</u>	<u>235</u>	
Min. Floor Area* <u>N/A</u>		
Dev. Coverage* <u>NA</u> %		%
Floor Area Ratio** <u>1</u>	<u>.147</u>	
Parking Area <u>188 517 SF</u>	<u>188 517</u>	

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

- Describe why you believe the ZBA should grant your application for an area variance:

CANOPIES AS PROPOSED ARE STANDARD FOR THE OPERATION OF A MODERN BANKING FACILITY.
THE BENEFIT OF A CANOPY CANNOT BE ACHIEVED BY OTHER METHODS. THE PROJECT WILL
NOT HAVE A NEGATIVE EFFECT ON THE NEIGHBORHOOD AS ALL ADJACENT NEIGHBORS ARE
COMMERCIAL. INDEED IT WILL HAVE A POSITIVE EFFECT AS IT WILL REVITALIZE AN
EXISTING UNOCCUPIED BANK BUILDING & IS THE CATALYST FOR ADDITIONAL CAPITAL
IMPROVEMENTS. IT WILL PROVIDE A BENEFIT TO THE LOCAL CITIZENS IN PROVIDING
 (You may attach additional paperwork if more space is needed)

A SAFE SHELTERED DRIVE-UP BANKING
ENVIRONMENT.

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law,
 Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

(a) Interpretation requested of New Windsor Zoning Local Law,
 Section _____, Table of _____ Regs.,
 Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

IX. Attachments required:

- _____ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- _____ Copy of tax map showing adjacent properties.
- _____ Copy of contract of sale, lease or franchise agreement.
- _____ Copy of deed and title policy.
- _____ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- _____ Copy(ies) of sign(s) with dimensions and location.
- _____ Two (2) checks, one in the amount of \$_____ and the second check in the amount of \$_____, each payable to the TOWN OF NEW WINDSOR.
- _____ Photographs of existing premises from several angles.

X. Affidavit.

X Date: 5/14/99

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X [Signature]
(Applicant)

X Sworn to before me this

14th day of May 1999
Cindy L. Ferrazano
CINDY L. FERRAZANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 1999

XI. ZBA Action:

(a) Public Hearing date: _____

(b) Variance: Granted (___) Denied (___)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

May 12, 1999

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ZBA REFERRALS:

WALDEN SAVINGS BANK SITE PLAN (99-13)

Mr. Scott Kartiganer appeared before the board for this proposal.

MR. PETRO: I guess we're going to convert former Bank of New York to a Walden Savings Bank with the canopy. You're here for the canopy and we're sending you to the Zoning Board for the canopy?

MR. KARTIGANER: Yes, we're looking to get sent to the Zoning Board.

MR. KARTIGANER: Gentlemen and members of the planning board, what we have here in front of you is site plan of the overall, what we're doing, what you have in front of you is a partial site plan for the conversion, for the rehabbing of the existing bank building, former Bank of New York building. This will be converted to a Walden Savings Bank. This is the overall property owned by JMR Associates, it had been in last year, just got constructed, the movie theater and the rehabbing of basically the entire center. The property in question is this, is the bank building, lower left hand corner of this plan, we're looking to put in a canopy over top of a drive-up banking window, basically. All the parking that's available just for reference has been included in the overall site plan when we went through the shopping center. This portion of the partial site plan shows where we'd be coming in, this is the existing, we're not changing any of the traffic flow from what has been there in the past. Cars would come in through the rear of the bank, come this way, we'll be adding a center island here so that the cars can come up to a new window. There will be a new window to replace the existing drive-up window. There will also be a somewhat remote center island which will have another drive-up window. This is a slight encroachment of the existing curb. It's a Belgian block curb that's there now, we'll be correcting that also at the same time. The only item that's out of variance is for the canopy, the canopy will be a type we're trying to fit a canopy into that existing, it's an old roof, I think we

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can fit a nice canopy, dormer type of canopy over top of it, blend in with the existing roof, new roof, all new roofing materials will be placed on the entire structure. It's basically quite simple, what we do require though is a side yard variance to replace the canopy.

MR. PETRO: Anything other than the canopy, that's the only thing you're changing on the site plan?

MR. KARTIGANER: That's all we're changing.

MR. STENT: The parking that you're showing on the plan here, this parcel, is this a separate parcel from the rest of it?

MR. KARTIGANER: No, it's been all, it's been all combined into one. Now, the owner is JMR Associates, so everything but the parking, this was an out parcel that the parking is, there's a cross parking agreement, it's owned by the same owner, when this was installed, all the parking for the bank was there, when we went through the process for the movie theater, we included that and that's in the calculations.

MR. STENT: I just wanted to make sure, I have no questions, we're really not doing anything other--

MR. PETRO: I agree.

MR. STENT: Make a motion that we approve.

MR. ARGENIO: Second it.

MR. PETRO: Just before we do that, why don't we consider taking lead agency and then maybe we can go for a final. So you want to withdraw?

MR. STENT: Withdraw and make a motion we declare ourselves lead agency.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare themselves lead

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agency. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. STENT	AYE
MR. PETRO	AYE

MR. PETRO: Now, at this time--

MR. STENT: Make a motion for approval on the Walden Savings Bank site plan.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the Walden Savings Bank site plan. Before we do a roll call, there's a number of issues that really needed, you see Mark's comments, they are extensive, so you're going to have to correct all of them or administer them.

MR. KARTIGANER: This will be subject to the variance approval?

MR. PETRO: Nothing to do with the Zoning Board, I'm just saying before you come back here, just have all this cleared up, if you are successful there. We have a motion, it's been seconded. Is there any further discussion? If not, roll call.

ROLL CALL

MR. ARGENIO	NO
MR. STENT	NO
MR. PETRO	NO

MR. PETRO: At this time, you've been referred to the New Windsor Zoning Board for your necessary variances. Once you have received them, successfully received them, you can administer them onto this plan and reappear before this board for further planning board review. Thank you.

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MR. EDSALL: Jim, one item, the rest of the items are fairly straightforward, one that needs some input from the board is Comment 3 as to what type of curb you want along that side of the building. There had been some discussion on possibly putting Belgian block in or concrete and I know they are looking at the option as well of asphalt.

MR. PETRO: What's on the rest of the site?

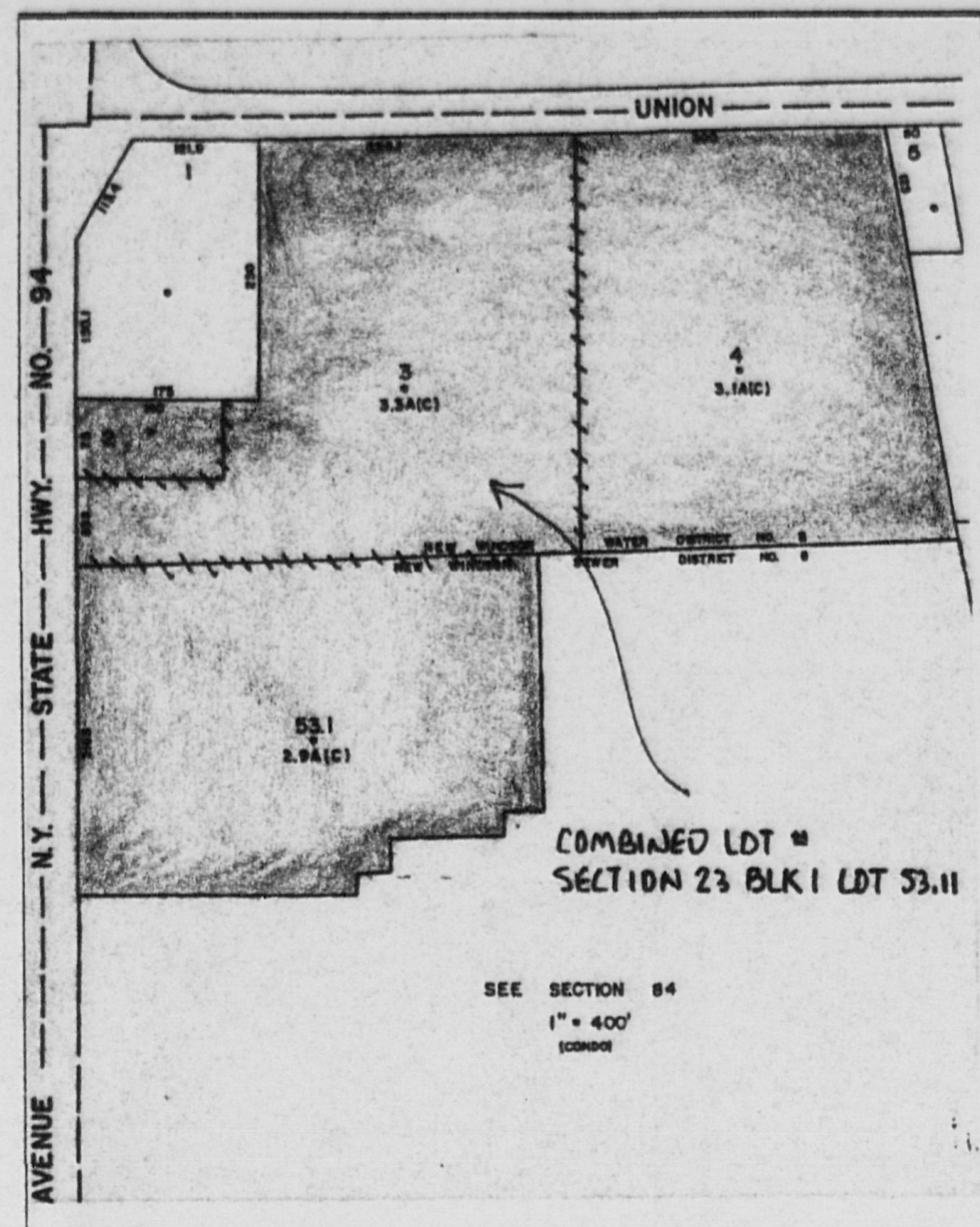
MR. EDSALL: There's Belgian block, but the rest of the new site is concrete.

MR. STENT: Concrete.

MR. PETRO: Concrete.

MR. EDSALL: Thank you.

MR. KARTIGANER: Thank you.

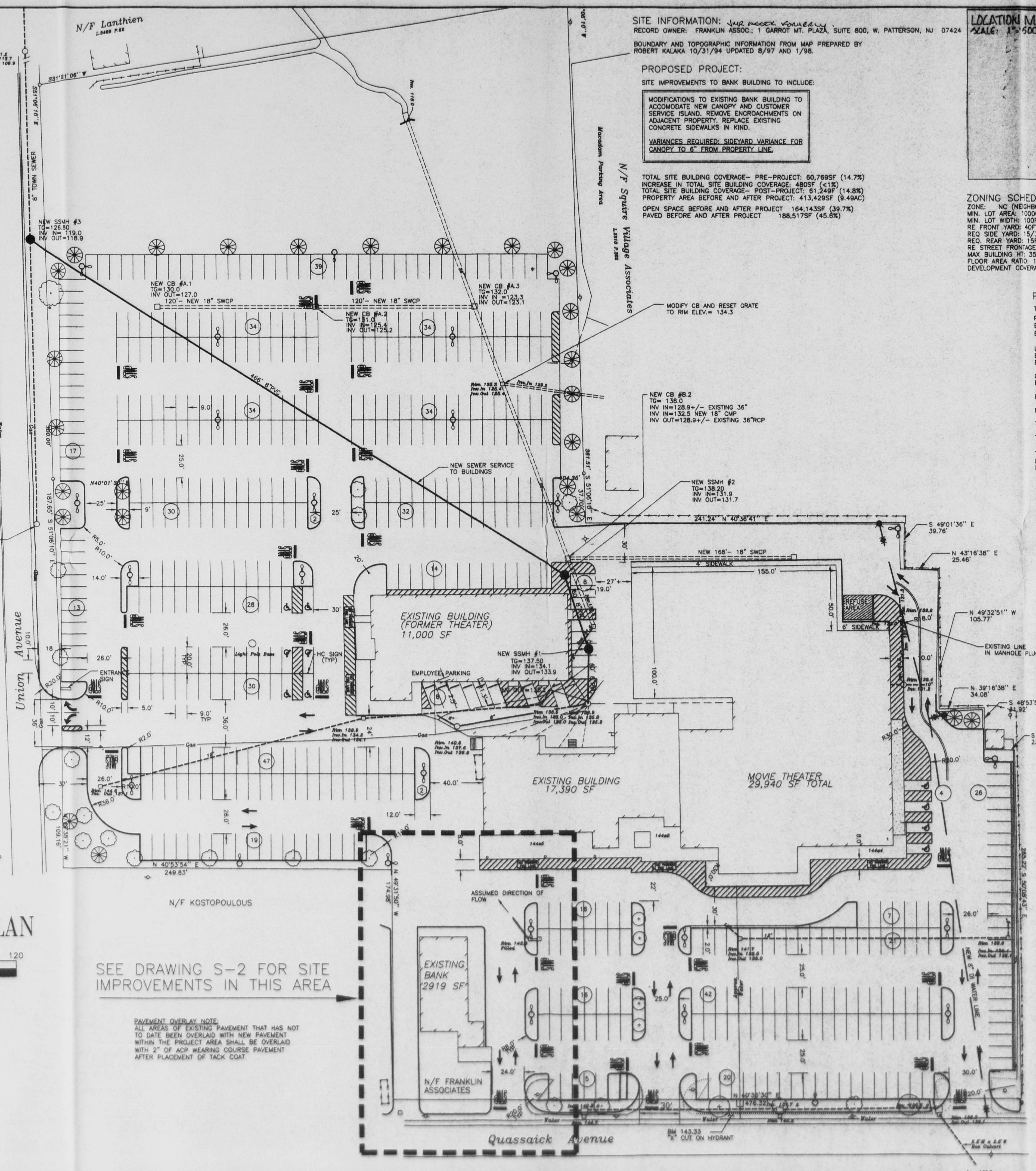
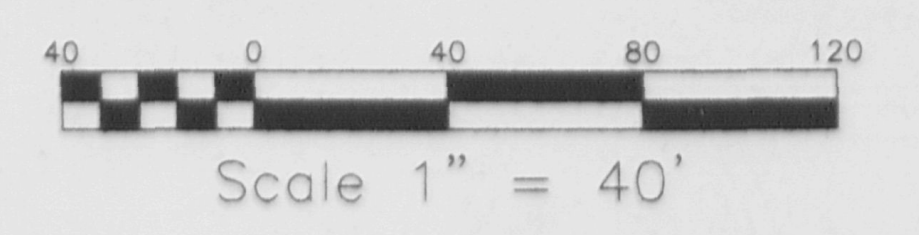


TAX MAP LOCATION
SHOWING FORMER LOTS- SECTION 23, BLOCK 1, LOTS 2,3,4,53.1
COMBINED INTO A SINGLE TAX PARCEL SECTION 23, BLOCK 1, LOT 53.11

REVISION 9 NOTES:

1. PROJECT "SQUIRE VILLAGE SITE SHOPPING CENTER" REV. 7-1-98 AS APPROVED BY THE TOWN OF NEW WINDSOR PLANNING BOARD SEPTEMBER 21, 1998 HAS BEEN SUBSTANTIALLY CONSTRUCTED TO HAVE RECEIVED A CERTIFICATE OF OCCUPANCY BY THE TOWN. IMPROVEMENTS AS PER SAID SITE PLAN ARE SHOWN ON THIS REFERENCE SITE PLAN AS COMPLETE. HOWEVER, AN ACTUAL FIELD CERTIFIED AS-BUILT SURVEY HAS NOT BEEN PERFORMED TO CONFIRM THE ACCURACY OF THE GENERAL SITE CONSTRUCTION AND NO REPRESENTATIONS ARE MADE BY THE ENGINEER AS TO THE ACCURACY OF SAME.
2. PROPERTY LINES REFLECT THE COMBINING OF SEVERAL LOTS INTO ONE TAX LOT WHICH ARE IN EXISTENCE AT THE TIME OF REVISION 9. THESE INCLUDE LOTS PREVIOUSLY KNOWN AS SECTION 23, BLOCK 1, LOTS 2,3,4 AND 53.1 AND ARE NOW INCLUDED INTO A SINGLE TAX LOT 53.11.
3. PROJECT PROPOSED IS A SITE PLAN AMENDMENT TO THE PREVIOUS APPROVAL AND IS LIMITED TO THE AREA OF THE EXISTING BANK BUILDING AS SHOWN ON THE PLAN.

GENERAL SITE PLAN



SITE INFORMATION: *See Record*
RECORD OWNER: FRANKLIN ASSOC.; 1 GARROT MT. PLAZA, SUITE 800, W. PATTERSON, NJ 07424
BOUNDARY AND TOPOGRAPHIC INFORMATION FROM MAP PREPARED BY ROBERT KALAKA 10/31/94 UPDATED 8/97 AND 1/98.

PROPOSED PROJECT:
SITE IMPROVEMENTS TO BANK BUILDING TO INCLUDE:

MODIFICATIONS TO EXISTING BANK BUILDING TO ACCOMMODATE NEW CANOPY AND CUSTOMER SERVICE ISLAND. REMOVE ENCROACHMENTS ON ADJACENT PROPERTY. REPLACE EXISTING CONCRETE SIDEWALKS IN KIND.
VARIANCES REQUIRED: SIDEYARD VARIANCE FOR CANOPY TO 6' FROM PROPERTY LINE.

TOTAL SITE BUILDING COVERAGE- PRE-PROJECT: 60,789SF (14.7%)
INCREASE IN TOTAL SITE BUILDING COVERAGE: 480SF (0.8%)
TOTAL SITE BUILDING COVERAGE- POST-PROJECT: 61,249SF (14.8%)
PROPERTY AREA BEFORE AND AFTER PROJECT: 413,429SF (9.49AC)
OPEN SPACE BEFORE AND AFTER PROJECT: 164,143SF (39.7%)
PAVED BEFORE AND AFTER PROJECT: 188,517SF (45.8%)

LOCATION MAP
SCALE: 1"=500'



ZONING SCHEDULE:
ZONE: NC (NEIGHBORHOOD COMMERCIAL)
MIN. LOT AREA: 10000SF 413,429SF (9.49 AC)
MIN. LOT WIDTH: 100FT 475+FT
RE. FRONT YARD: 40FT 40FT
REQ. SIDE YARD: 15/25 6' / 250FT (VARIANCE REQUIRED FOR BANK CANOPY)
REQ. REAR YARD: 15FT 75FT
RE. STREET FRONTAGE: N/A
MAX. BUILDING HT: 35FT .147 (61,249 SF TOTAL BUILDING)
FLOOR AREA RATIO: 1
DEVELOPMENT COVERAGE: N/A

PARKING TABLE

TYPE OF USE	DAY	NIGHT
PHARMACY: 3200SF @ 1/200SF GROSS=	16	10
EMPTY RETAIL: 1250SF @ 1/200SF GROSS=	6	0
BEAUTY PARLOR: 1240SF @ 1/200SF GROSS=	6	0
LIQUOR STORE: 1150SF @ 1/200SF AREA=	6	6
BANK: 2919SF @ 1/300SF FLOOR AREA=	10	0
FORMER THEATER (NOW OCCUPANCY) / COUNTED AS		
OFFICE: 11,000SF @ 1/200SF AREA=	55	0
OFFICE AREA (2ND FLOOR): 5150SF @ 1/200SF=	26	0
RESTAURANT/BAR: 5400SF		
ASSUME 150 SEATS @ 1/3 SEATS=	20	50
RESTAURANT: (FORMER ABC PIZZA) 1400SF		
60 SEATS @ 1/3 SEATS=	20	20
NEW THEATER (FORMER 17,350SF A&P MARKET)		
1080 SEATS @ 1/4 SEATS=	100	270
THEATER ADDITION		
640 SEATS @ 1/4 SEATS=	100	160
TOTAL REQUIRED:	365	516
TOTAL PROVIDED:	576	576

NOTE: THEATER USE IS PRIMARILY AFTER 5 PM AT NIGHT
PARKING AREA SERVES DUAL USE UNDER SECTION 48-16 PARA. 7
NUMBER OF PARKING SPACES REQUIRED (MAX)= 625
NUMBER OF PARKING SPACES PROVIDED = 576
49 SPACES ARE ESTIMATED FOR DUAL USE

NO CHANGE IN PARKING IS PROPOSED

Title
Site Plan

DRAWING: S-1
Scale: AS SHOWN
Date: 5 AUGUST 1997

No.	Date	Issued For
1	1/2/97	Site Plan Post PB
2	1/2/97	Site Plan Post PB
3	1/2/97	Site Plan Post PB
4	1/2/97	Site Plan Post PB
5	1/2/97	Site Plan Post PB
6	1/2/97	Site Plan Post PB
7	1/2/97	Site Plan Post PB
8	1/2/97	Site Plan Post PB

Squire Village Shopping Center
Site Improvements for Destinta Theaters
11,750 SF Addition and Auxiliary Parking
New Windsor, New York

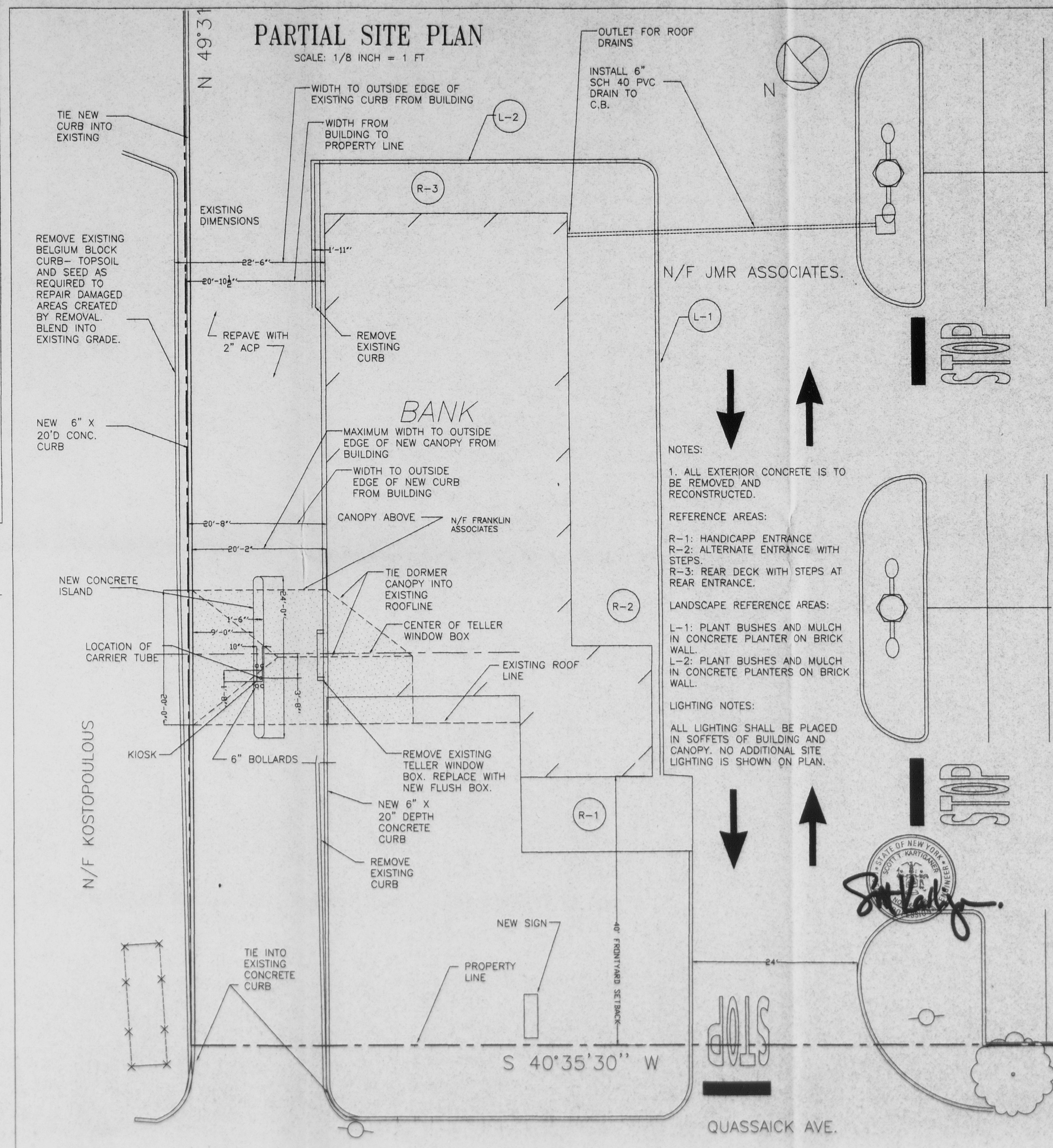
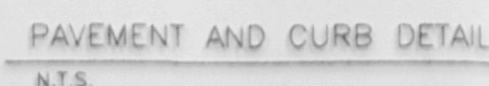
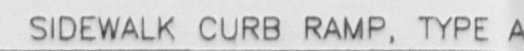
Project No. SK97-600.00 Drawing No. Plan.dwg

Scott Kartiganer, P.E.
Consulting Engineers

Civil/Environmental Design & Planning
555 Blooming Grove Turnpike
New Windsor, N.Y. 12553
Ph: 800-514-8008 FAX: 846-8828



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Scott
Kartiganer, P.E.
Consulting Engineers

Civil/Environmental Design & Planning
555 Blooming Grove Turnpike
New Windsor, N.Y. 12553
Ph: 914-480-2173

872 Westfield Street
Middletown, Ct. 06457
Ph: 860-346-6610

Project: **Squire Village Bank Building**
Site Improvements for Walden Savings Bank
AMENDMENT TO EXISTING CENTER SITE PLAN

New Windsor, New York
Project No. SK99-600.00 Drawing No. Plan.dwg

Title	Site Plan

DRAWING: S-2

Scale: AS SHOWN

Date: 28 April 1999